



# Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155 (509) 634-2277

## Request for Proposal:

Replace and install new 8’ no/anti climb security perimeter fencing, new vehicle access gate and no/anti climb fence on north and south recreation areas with 3 strands of concertina wire on top of all fencing and along back roof line of Correction Facility.

## SECTION 1. GENERAL INFORMATION

### 1.01 Significant Dates

Posted Date:	1 Feb 2024	
Site Visit:	21 Feb 2024	@ 9:00 a.m. PST
Deadline for Questions:	28 Feb 2024	@ 3:00 p.m. PST
Closing Date:	19 March 2024	@ 3:00 p.m. PST
Opening Date:	26 March 2024	@ 3:00 p.m. PST

### 1.02 Description of Proposals Sought:

The Confederated Tribes of the Colville Reservation (Colville Tribes) seeks proposals from qualified contractors who have experience, expertise and equipment necessary to replace and install new 8’ no/anti climb security perimeter fencing, new vehicle access gate, and no/anti climb fence on north and

south recreation areas with 3 strands of concertina wire that meet current Corrections standards and the needs and requirements for a Corrections Facility at Colville Tribal Correctional Facility located at 44 Schoolhouse Loop Rd in Nespelem, Washington 99155.

Contractor has to be SAM.GOV registered and provide copy and use Davis Bacon wages!

### **1.03 About the Colville Tribes:**

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Tribes' Indian Country now includes various off-reservation trust land holdings. The Tribes' administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday thru Thursday 7:00 and 5:30 p.m. excluding Fridays, Saturdays, Sundays, Tribal and Federal holidays. This is a federally funded project. Davis Brown will apply and all bidders must be registered in Sam.gov

### **1.04 Response Format:**

Proposals should be prepared simply, providing a straightforward and concise delineation of the contractors approach and capabilities necessary to successfully complete the project. The proposal may not be longer than 30 pages, single-spaced with 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. Firms that deviate from this format may be deemed non-responsive.

### **1.05 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 contractor takes to the Tribes RFP, or declare that there are no exceptions taken.

### **1.06 Response Date and Location**

Proposals must be submitted no later than 3:00 p.m., PST, 19 March 2024. Firms/Offerors must submit 1 original and 3 bound copies of the proposal no more than 30 pages long, single-spaced, in a font no smaller than 12 point. 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 Tribal Correctional Fencing project.**” Proposals may be sent by regular, express mail (FedEx or UPS), electronically or hand delivered. All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of proposal regardless of fault. Proposals must be directed to Dorthey Zacherle, Contract Officer, PO Box 150/21 Colville Street, Nespelem, WA 99155 or [dorthey.zacherle@colvilletribes.com](mailto:dorthey.zacherle@colvilletribes.com).

### **1.07 Firm's Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the contractor and are not be chargeable in any manner to the Tribes—no exceptions.

### **1.08 Site Visits**

By site visit the contractors are aware of all building conditions and will be able to do the work in a satisfactory manner and by submitting a proposal, the contractor acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

## **SECTION 2. TERMS AND CONDITIONS**

### **2.01 Questions Regarding the RFP**

Requests for interpretation/clarification of this RFP must be emailed to [Bryan.McCleary.cor@colvilletribes.com](mailto:Bryan.McCleary.cor@colvilletribes.com). Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes.

All questions must be submitted no later than 2:00 p.m. PST, 28 Feb 2024. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m. PST on the seventh business day after receipt of the question.

### **2.02 RFP Amendments**

The Tribes 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.

The Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Firm's responsibility to check the Tribes' website for the issuance of any amendments prior to submitting a proposal response.

### **2.03 Withdrawal of Proposal**

Provided notification is received in writing to the address provided in Section 1.05, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **2.04 Rejection of Proposals**

The Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribes.

### **2.05 Proposal Validity Period**

Submission of a proposal will signify the Firm's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

### **2.06 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.

## **2.07 Insurance Requirements**

The selected Offeror 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 Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by the Colville Tribes.

- 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 the Colville Tribes.
- C. Other Provisions  
Commercial General Liability policies shall be endorsed to:
  - 1. Include the Colville Tribes, 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 Colville Tribes.
  - 3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has be given to the Colville Tribes.
- D. Acceptability of Insurers  
Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes.
- E. Verification of Coverage  
Offeror awarded a contract under this RFP shall furnish the Colville Tribes with certificates of insurance required herein. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes 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 provide coverage, which compiles with the requirements state herein.

## **2.08 Ownership of Documents**

All documents, proposals, reports prepared by the contractor shall become the property of the Colville Tribe

## **2.09 Hold Harmless**

The Firm shall hold harmless, defend, and indemnify the Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to

provide worker's compensation coverage or liability coverage.

### **2.10 Limitations on Costs and Expenses**

The Firm's cost 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 the Tribes.

### **2.11. Dispute Resolution and Venue**

The Tribes 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 the Tribes engagement of the Firm's services, including the application of tribal law.

### **2.12. Appropriated Funds**

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

### **2.13. Indian Preference**

Indian preference applies to any award of contract pursuant to this RFP and the Contractor 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 tribal code is available at <https://www.cct-cbc.com/current-code/>.

### **2.14. Debarment**

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

### **2.15 Contract**

The selected Offeror will be required to enter into the Colville Tribes' standard form construction contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribes. Any increase in contract price of scope of work following execution of the contract requires a written modification signed by both parties.

## **SECTION 3. REQUESTED SERVICES**

### **3.01 Duration of Services**

The Tribes anticipates the service period for this work to be for approximately 30 days. However, if the work extends beyond this period, and as stated in Section 2.12, any agreement would be require an agreed-upon modification to the term to continue.

### **3.02 Scope of Work**

### **General Contract Specification:**

1. Bidder shall furnish all labor, equipment and materials required for replacement of existing fence, gates, and Concertina wire and install new fence, gate, and concertina wire in locations identified by Corrections staff. Colville Tribal Correctional Facility reserves the right to reduce or add to the scope of work.
2. All materials and methods shall meet requirements of life safety codes, ADA, building codes, Corrections codes and accepted trade practices. Materials purchased through this contract must be new and unused.
3. Work with authorized Correctional personnel to develop a work plan and time line.
4. Remove and dispose of any old fence and wire: Old material MUST be removed from site.
5. Clean up and remove all waste and debris created by contractor.
6. Line post spacing at intervals not exceeding 10', conform to ASTM F1043
7. Product Data to be submitted on fabric, posts, accessories, fitting and hardware
8. A sample of fence proposed in RFP should be provided during site visit
9. Other requirements
  - a. Supply material according to CLFMI- product manual
  - b. Perform installation according to ASTM f 567
  - c. Perform work according to and meeting, WSDOT, DOJ, BIA Office of facilities Management and construction design, and current WA correction standards
  - d. Experience in corrections Facilities preferred
  - e. All work must meet and or exceed current Corrections Industry standards

### **Maintenance Agreement**

1. Vendor shall provide maintenance and support for 2 years after installation.

### **Detailed Warranty Specifications:**

1. All products shall have a warranty of one (1) year from the date of installation. The warranty period includes all parts, labor, shipping costs of products, and travel expenses. Response time shall be within 72 hours to repair products.

If contractor is aware of a method that has not been identified in the Scope of Work then the contractor needs to include that step/method in the bid under other with a detailed process and dollar amount.

### **3.03 Required Information**

The Firm's Proposal must include the following:

\* Offerors must describe their Company's experience/expertise which is relevant to the proposed work. Attachment A: 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 the contractor to provide the work, as well as rates for travel and other expenses when travel is necessary. Attachment B: as part of the detailed statement of costs.  
Attachment C:

### **3.04 Background Checks**

Prior to commencing performance on this contract, the contractor and all sub-contractors are required to pass a background investigation for any vendor or services provided to the Colville Tribal Correctional Facility per our Bureau of Indian Affairs P.L. 93-638 contract.

## **SECTION 4. PROPOSAL EVALUATION**

### **4.01 Evaluation Procedures**

A Selection Committee will evaluate proposals. The selection will consider how well the contractor's proposal meets the needs of the Tribes as described in the contractor's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFQ, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

### **4.02 Scoring and Evaluation Factors**

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes 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.

An award will be made to a responsible Indian Offeror if its proposed price is within 10% of the lowest non-Indian Offeror's Proposal Price and the Indian Offeror provides documentation of having the expertise and experience necessary to satisfactorily complete the work required.

Evaluation will be based on the following criteria: Maximum Points: (100)

1. Qualifications, experience, warranty of contractor work and materials (30)
2. Time estimates for work to be completed (25)
3. Cost (25)
4. Indian preference (10)
5. TERO certification documented & included (10)

#### **4.04 Final Selection**

The Tribes reserves the right award the project and offer a Contract without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Firm can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

#### **4.05 Contract Award and Execution**

A Contract will be negotiated by the Tribes and the Selected Offeror using the Tribes' standard form Contract as a basis for the agreement. If a Contract is not entered into with a reasonable time after selecting the proposal, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Firm. The Tribes shall not be bound or in any way obligated until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of a final Contract.

If the Tribes determine that it is unable to reach a contract satisfactory to the Tribes with the selected Firm, then the Tribes will terminate discussions with the selected Firm and proceed to the next Firm in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The Tribes reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals.

**ATTACHMENT A:**

**PROPOSAL COVER PAGE**

Company Name \_\_\_\_\_

Date \_\_\_\_\_



Address \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

Length of time in business \_\_\_\_\_

Total number of similar clients served in similar capacity \_\_\_\_\_

**TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)**

Cost of Services (Anticipated Total Hours x Rate) \_\_\_\_\_

Overhead costs (describe) \_\_\_\_\_

Necessary travel \_\_\_\_\_

TERO Fees \_\_\_\_\_

Other (describe) \_\_\_\_\_

Total Price \$ \_\_\_\_\_

I have read and understand the requirements of the Request for Quote for the work to be done at the Colville Tribes Correctional Facility and agree to provide the required services in accordance with the proposal and its contents.

Authorized Offeror Signature \_\_\_\_\_

**ATTACHMENT B:  
CLIENT REFERENCES (Include additional pages if desired)**

**Client Reference # 1**

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

**Client Reference # 2**

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

**Client Reference # 3**

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

**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.

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Authorized Signature