

REQUEST FOR PROPOSAL

RFP# 2025-KC-02

Kalama Creek Hatchery Rebuild

Phase II

for

NISQUALLY INDIAN TRIBE

Prepared By: Elizabeth Glenn
Nisqually Building Department on behalf of:
Nisqually Natural Resources Department
4820 She-Nah-Num Drive
Olympia, WA 98513

REQUEST FOR PROPOSAL
RFP# 2025-KC-02

DATE: June 25, 2025

The Nisqually Building Department on behalf of the Nisqually Indian Tribe and the Department of Natural Resources is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Kalama Creek Hatchery Rebuilt – Phase II project. Minority and disadvantaged companies are encouraged to submit proposals. This project has been engineered and designed by HDR Engineering.

Contact information for Building Department Sr Project Manager, Elizabeth Glenn is phone: 360.456.5221 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.



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 Friday July 25, 2025 by 2PM

Qualifications received after the above-cited time will be considered a late response and are not acceptable unless waived by the Department of Natural Resources Director.

- Please mark the envelopes clearly with Sealed RFP# 2025-KC-02
- Questions may be directed to Elizabeth Glenn, Building Department Sr Project Manager, 360-456-5221x1040 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
	“Designer”	One who submits qualifications to perform design services in accordance with the request

1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all qualifications 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 qualifications, to waive or not waive informalities or irregularities in qualification submittals, and to accept or further negotiate cost, terms, or conditions of any submittal determined by the Tribes to be in the best interests of the Tribe even through not the lowest cost.
- C. 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.
- D. Qualification submittals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP.
- E. Three references of similar scope and project value are required. Designer must be in good standing with the tribe, if they have current or past projects Nisqually.

2. SCOPE OF SERVICES

The project will consist of remodeling and upgrading the lower hatchery site according to the drawings and specifications. The upper hatchery site was remodeled during Phase 1, and the project completed at the end of 2024.

The site is available for inspection for accuracy of the bid proposal. A MANDATORY site visit will be held on Thursday, July 10th at 10 a.m. The group will meet at the upper



hatchery site and walk down to the lower hatchery. The address is 13650 Church Kalama Drive SE, Olympia, WA 98513.

Please itemize Labor and material cost on Bid.

This project is subject to Davis Bacon, Prevailing Wage applies yes x no ____

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Building Department Sr Project Manager and the Department of Natural Resources Special Projects Manager 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 Sr Project Manager and the Department of Natural Resources Special Projects Manager.

Section 4 – When Applicable, the Contractor will submit a final written report to the Building Department Sr Project Manager and the Department of Natural Resources Special Projects Manager.

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 designer will provide the required services and will not subcontract or assign the services without prior written approval of the Building Department Sr Project Manager and the Department of Natural Resources Special Projects Manager.

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.

INSURANCE REQUIREMENTS

- 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.
- Bid bond will be required will be required from winning bidder.