

Request for Proposal

Quileute Marina Replacement

March 24, 2023

Quileute Tribal Council
PO Box 279
La Push, WA 98350

Request for Proposal

Introduction

The Quileute Tribal Council is requesting proposals from qualified firms for replacement of Marina piles and docks as outlined in Exhibit A to include:

- Removal of sunken man-made debris in various locations
- Removal and disposal of existing treated wood piles
- Replacement of wood piles with galvanized steel piles
- Installing new galvanized piles where wood piles are missing
- Replacement of various sized floating wood docks/finger piers (and disposal), with floating grated docks/finger piers
- Installing of new floating grated docks where wood docks/finger piers are missing

Scope of Work

This project will require a qualified contractor experienced in marina infrastructure construction to design/build, supply, and install marina facilities as outlined in Exhibit A, B, and C. Provide all necessary materials and labor to remove and properly dispose of existing treated wood piles, and wood docks/finger piers

A site visit is recommended to confirm the installation and scope of work required.

B&O Tax – a **5% B&O Tax** will be levied on all “on-reservation” labor, which must be factored into the contractor’s final price proposals.

Quileute Business & Occupation Tax Required. All fees for services (not expenses, goods or materials) paid under this Contract shall be deemed to be “gross sales” within the meaning of the Quileute Tribe’s Business Licensing and Tax Ordinance and CONTRACTOR shall be liable for Quileute Business and Occupation (B&O) Tax in the amount of five percent (5%) of gross sales generated within the Quileute Reservation. By its signature below, CONTRACTOR agrees that it will transmit payment for B&O tax it owes under this paragraph to the Tribe at a minimum of every calendar quarter; furthermore, CONTRACTOR agrees that if it does not make such payment, the TRIBE will withhold five percent (5%) payment for each invoice submitted as payment of the applicable B&O tax.

Tribal Employment Rights Ordinance (TERO) – In accordance with Section V, Paragraph 5, of Exhibit E, a **TERO Fee of 1.75%** will be assessed on the total gross contract price, which must be factored into the final price proposals.

Schedule for Completion of the Project

The proposed time frame for project execution is between April 2023 through 2024.

In-water work scheduling will be dependent on (1) the Tribe acquiring required Federal permits, and (2) applicable “fish windows” which prevent in-water work. The estimated in-water construction windows are September 1 – February 28. Final in-water construction windows to be confirmed upon receipt of Federal permits.

Proposed contractor schedule will be discussed with the Tribe to also minimize impacts to Marina infrastructure use during fishing seasons

It is expected that contractor will commence procurement of required materials (i.e. piles and docks) which can be stockpiled on-site until Federal permits are approved.

Submittal Requirements:

RFP Evaluation Criteria

If an award is made as a result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to the Quileute Tribe with price and other factors including, but not limited to: demonstrated technical ability and expertise, demonstrated experience with marina infrastructure design/build installation, experience working with Tribal organizations, reference calls and/or recommendations, and any additional criteria deemed appropriate by the Tribe which would lend itself to establishing the vendor's viability to perform the work as outlined in this RFP.

An RFP **Bid Form** is provided as **Exhibit D** for submitting proposals

Selection Criteria:

- 1 Demonstrated experience showing the ability, capacity, and skill of the respondent to provide the service required.
- 2 Whether the recommended proposal is deemed adequate for the Tribe's needs.
- 3 Whether the respondent can perform the contract within the time specified.
- 4 Strong history of success of similar projects, especially working with Native American Tribes on marina projects.

Items that may disqualify a respondent from consideration:

- 1 Evidence of collusion with any other respondents.
- 2 The respondent is not qualified for the work or to the full extent of the RFP.
- 3 The respondent has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- 4 At the time of RFP opening, the respondent is not authorized to do business with the Quileute Tribe, or lacks a necessary license, registration, or permit.
- 5 Any other reason deemed proper by the Tribe.

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation, or agreement of any kind between the Tribe and any other party, except for a formal written contract, properly executed by both parties.

Responses to this RFP will become the property of the Tribe and will form the basis of negotiations of an agreement between the Tribe and the successful consultant.

The Tribe is not liable and will not be responsible for any costs incurred by any consultant for the preparation and delivery of the RFP responses, nor will the Tribe be liable for any costs incurred prior to the execution of an agreement.

Minimum Qualification Requirements

All proposals received on or before the proposal due date and time and at the location specified in the Request for Proposals will be evaluated to determine whether they meet the minimum qualification requirements set forth in this request.

Letter of Interest

A letter of interest and the proposal shall be delivered to the address below. The letter must state the name(s) of the person(s) authorized to represent the prospective firm in any negotiations and the name(s) of the person(s) authorized to sign any agreement that may be negotiated. The letter of interest and proposal must be signed by a representative of the prospective consulting firm who is authorized to bind the firm to contractual matters.

Electronic submissions will also be accepted with an email date-stamped prior to the due date/time

Statement of Experience

The consultant is required to provide evidence of experience regarding the installation of Marina infrastructure and Tribal projects.

Firm Qualifications

Please supply the Tribe with a brief history of the firm. This should include the firm's size, expertise, and any other pertinent information. Also provide a list of a minimum of three references of past clients on similar projects.

Insurance

The consultant shall include proof that the firm carries professional liability and commercial general liability insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work. Contractor is also required to possess insurance applicable to marina work.

Completeness

The proposals will be evaluated on the completeness and quality of content as described. Failure to supply complete information as required may result in the proposal being disqualified from consideration.

Delivery All proposals must be received no later than **3:00 PM, Friday, April 14, 2023** by electronic submission.

Electronic proposals must be submitted to the email addresses below. Electronic submissions by email must have a sent date/time no later than that above:

Electronic Delivery Address: craig.fulton@vanir.com and grant.writer@quileutetribe.com

FAQs:

Contract Award and Execution

The Tribe will select the proposal that, in its sole discretion, is the most advantageous to the Tribe. The Tribe reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the consultant can offer.

The Tribe shall attempt to negotiate a contract with the respondent who offered the most advantageous proposal at the price which the Tribe determines is fair and reasonable. If the Tribe is unable to negotiate a satisfactory contract with the firm selected at a price the Tribe determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the city shall select the next best proposal and continue until an agreement is reached or the process is terminated.

Right of Selection/Rejection Waiver of Informalities or Irregularities

The Tribe 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 Tribe. Selection of a consultant solution shall not be construed as an award of contract, but as commencement of contract negotiation, including but not limited to the contract price proposed.

Errors in Proposal

The Tribe will not be liable for any errors in the consultant's proposal. Consultants will not be allowed to alter proposal documents after the deadline for proposal submission.

The Tribe reserves the right to make corrections or amendments due to errors identified in proposals by the Tribe or the consultant. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Consultants are liable for all errors or omissions contained in their proposals.

Single response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the Tribe, the RFP may be cancelled or re-advertised with modifications.

RFP Revisions:

The Tribe reserves the right to change the schedule or issue addendums to the RFP at any time. The Tribe also reserves the right to cancel or reissue the RFP at any time. Addendums or a notice of cancellation will be sent to all known RFP respondents.

Questions from respondents regarding this RFP

RFP questions from respondents must be submitted in writing or electronic format (MS Word or PDF) via email and sent to the RFP contact. Questions from respondents pertinent to this RFP will be answered so long as they are received by **4:00 PM, Friday, April 7,**

2023. Answers to all pertinent questions will be sent to all known respondents.

Questions regarding this invitation should be directed to the RFP Contact: Craig Fulton at craig.fulton@vanir.com with the subject **Quileute Marina Replacement RFP.**

Pre-proposal Site visit:

It is highly encouraged that proposers attend the site visit scheduled for **2:00 PM, Wednesday April 5, 2023.** Site visit will start at the Marina Building, then proceed for a site familiarization walk

Bid Bond

A bid bond is not required.

Attachments:

Exhibit A: Marina Replacement Scope of Work - Quantities

Exhibit B: Marina Replacement Scope of Work - Map

Exhibit C: Marina Submerged Objects Map

Exhibit D: Marina RFP Bid Form

Exhibit E: TERO Policy

EXHIBIT A – Scope of Work

Provide all necessary materials and labor to remove and properly dispose off-site of the treated wood piles and floating wood docks.

Mobilize to site. Provide site survey and private utility locates as required.