

The Tulalip Tribes of Washington

BID PROPOSAL FORM

Project Name: Bid Package 10-003 – Olive Garden Site Utilities Work Date of Bid: _____

Location of Project: 10326 34th Ave NE
Tulalip, WA 98271

COMPANY NAME OF BIDDER: _____

QUALIFIED "INDIAN-OWNED" ENTERPRISE OR ORGANIZATION:

YES _____ If Yes, Percentage (%) of Indian Ownership: _____ **NO** _____

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Architect and the Tulalip Tribes of Washington for the above-referenced Project, and the following Addenda:

ADDENDA ACKNOWLEDGED (Enter Addenda Number and Date of Addenda below):

- 1. _____ 2. _____
- 3. _____ 4. _____

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

BASE BID FOR PACKAGE #10-003 – OLIVE GARDEN SITE UTILITIES WORK

BASE BID: _____ **Dollars\$** _____
(Weight of Award 70.0 points) (Write in Words Above Base Bid Amount) (Write in Number Form Above)

Bid Clarification: Bidder is encouraged to review General Conditions Paragraph GC 18.1.1 and 18.1.2 for clarification of the Tulalip Tribes of Washington’s exemption of Washington State Sales Taxes related to Project.

Trench Excavation Safety Provisions (included in Base Bid Amount Above): \$ _____
(Write in Number Form Above)

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above. ***If trench excavation safety provisions do not pertain to this contracted work, Bidder shall enter N.A. (not applicable) for the dollar amount.***

The following items shall also be considered in the review and award of this Contact. Bidder shall complete each section as applicable. By submission of this bid proposal, Bidder acknowledges their commitment to employ and or contract work to the parties identified below during the performance of Bidder’s awarded Work.

SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed) –
(Weight of Award 5.0 points)

NAME	POSITION	PREFERRED EMPLOYEE	
		Yes	No
1.	1.		
2.	2.		
3.	3.		

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed) – (Weight of Award 10.0 points)

NAME OF CRAFT & NUMBER OF PREFERRED “TRADE” EMPLOYEES	NAME OF CRAFT & NUMBER OF PREFERRED “TRADE” EMPLOYEES
1.	2.
3.	4.
5.	6.

SECTION III – PEAK WORK FORCE OF ALL EMPLOYEES ANTICIPATED TO BE EMPLOYED BY BIDDER AT THE PROJECT SITE IN THE PERFORMANCE OF THE WORK:

(Insert Number of Employees)

SECTION IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) – (Weight of Award 15.0 points)

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		INDIAN-OWNED BUSINESS	
			SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				

Should Contractor fail to comply to the fullest extent possible with provisions for employment and or contracting as defined in TERO Ordinance No. 60 as amended by Resolution 96-0136 dated October 5, 1996 and Ordinance No. 89, Contractor may be found to be in breach of Contract. If it is determined that a breach has occurred, Contractor acknowledges that said breach will be grounds to terminate Contractor’s Contract agreement without claim against The Tulalip Tribes of Washington or the Project for any additional compensation and or consideration.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual

knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with Tribal Employment Rights Ordinance No. 60 and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with Tribal Contracting Ordinance No. 89 and give preference to certified, qualified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

Any modification made to either the bid form or exception taken to the defined scope of work outlined in this bid package may result in the bid proposal being considered non-responsive.

Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner or

principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and signs the Bid Form. An unsigned Bid Form will render the Bid as non-responsive.

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (_____) _____ Facsimile Number (_____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (_____) _____ Facsimile Number (_____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

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END OF BID FORM