



Consolidated Borough of Quil Ceda Village

QCV Solicitation #: QCV-CP-23-008

TDS: Roof Replacement

Bid Issue: May 16th, 2023
Questions Due: May 28th 2:00 PM

Pre-Bid: May 23, 2023 10:00 AM
Bid Close: June 15, 2023 2:00 PM

NOTICE TO BIDDERS

Sealed bid proposals will be received by the Tulalip Tribes of Washington, at the Consolidated Borough of Quil Ceda Village's – Contract & Procurement Office located at 8802 27th Avenue NE, Tulalip, WA 98271-9694 for the following Project:

Solicitation No. QCV-CP- 23-008
Tulalip Data Services Roof Replacement
2601 88th St NE
Tulalip, Washington

The Construction Manager for the Project is:

Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694

Attn. Lukas Reyes Sr
Telephone: (360) 716-5022
E-mail: lreyes@tulaliptribes-nsn.gov

Work under this Contract will include but not limited to: The Tulalip Data Services Roof replacement project will consist of removal and disposal of Est;13,400 +/- sq. ft. of existing ribbed galvanized steel roof panels contractor to verify, install new metal roof panels throughout, install new plywood roof deck throughout, remove existing underlayment and install new underlayment, remove and install new pipe penetration boots, remove and install flashing throughout to match existing color, remove and install new ridge cap throughout.

Any questions shall be submitted to the Construction Manager no later than ten (10) days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

Since there is a reasonable expectation that only One or more qualified Native American Owned Business (NAOB) enterprises or organizations (i.e., Prime Contractors) are likely to submit responsive bids the Request for Bid Proposals will not be restricted to qualified NAOB enterprises and or organizations (i.e., Prime Contractors) only. Bidders or persons and entities submitting bid proposals shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified, qualified NAOB enterprise or organization with their Bid. Lower-tiered contractors and or material suppliers are encouraged to submit their bid quotations to a qualified NAOB enterprises and or organizations (i.e., Prime Contractor).

Native American Preference related to contracting, subcontracting and suppliers in this project is required and must meet The Tulalip Tero Code, Chapter 9.05. For more information, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360) 716-4747. Tulalip Tero Code, chapter 9.05: <https://www.tulaliptero.com/>

Sealed bids will be received for the Consolidated Borough of Quil Ceda Village- QCV-CP-23-008 Tulalip Data Service Roof Replacement until June, at 15, 2023 2:00PM p.m local time, at which time all bids will be opened and read. All required bid documentation shall be submitted to the front reception at the Quil Ceda Village Administration office located at: 8802 27th Ave Ne, Tulalip WA 98271 by the scheduled bid date and times, ORAL, TELEPHONIC, FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

Bid Documents are available for this project on The Consolidated Borough of Quil Ceda Village- Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Sub contractors and Venders by going to:

<https://www.quilcedavillage.org/Government/Departments/ProjectManagement/BiddingOpportunities>

REQUEST FOR PROPOSAL

REQUEST FOR CONSTRUCTION SERVICES

FOR

Tulalip Data Services Roof Replacement

Project No. QCV – CP – 23-008

INTRODUCTION

The Tulalip Tribes of Washington ("Tribes") is soliciting Contractors ("Bidders") with experience in full tear off and install of ribbed galvanized steel roofing. Bidders must have the ability to provide the full-range of services necessary to complete the Project.

Native American Preference related to contracting, subcontracting and suppliers in the project is required. Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO CODE which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO CODE and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment. Bidders shall comply with this Code and the rules, regulations and orders of the TERO Commission. For more information about The Tulalip TERO Code, contact the Tulalip Tribes' TERO Department at 6406 Marine Dr., Tulalip, WA 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com/>

SUBMITTAL DEADLINE AND REQUIREMENTS

Bid Proposals must be received at the Consolidated Borough of Quil Ceda Village's – Project Development & Management Office no later than **2:00 p.m. on June 15th, 2023**. Submittals sent by mail or courier shall be sent to the address below and must be delivered to the Contract and Procurement Office by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Consolidated Borough of Quil Ceda Village
Project Development & Management Office
Attention: Lukas Reyes
8802 27th Avenue NE
Tulalip, WA 98271-9694

Any addenda issued for this RFP will be distributed to the Bidders listed on the Pre-Bid Meeting Sign-In Bidders List. Interested Contractors are responsible for checking for any addenda by contacting the QCV Project Development and Management Office (listed above).

SUBMISSION FORMAT

Every Proposer must reply to each of the evaluation criteria set forth below in a clear and concise manner. Responses must be in the same order as listed, clearly separated and labeled by response. Brevity is preferred. Do not duplicate information presented in the Submission. Pay attention to specific requests for information. Organize the Submission in a manner that enables the selection committee to quickly access the requested, and pertinent, information. Submissions shall be submitted on 8 ½ x 11 pages unless otherwise requested and in a sealed envelope.

1. TERO Certification: Native American Owned Businesses (NAOBs) submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified NAOB or Tulalip Tribal Member NAOB with their Submission in order to obtain the preferences provided for in this RFP.

2. Proof of insurance

3. Proof of Bond

4. Tulalip Business licenses

5. Washington State Contractors licenses

6. Detailed cost estimate Bid Proposal Form

Bidders shall submit bids on the provided Bid Proposal Form sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope. The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil. Alterations or erasures of items filled in on the Bid Form shall be initialed by the Bidder in ink. Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract. Contract Bonds are not required.

PRE-BID MEETING NON-MANDATORY

A Pre-Bid Meeting and site walk will be held on **May 23 10:00 a.m.**, at the following location:

Tulalip Data Services
2601 88th St NE
Tulalip, WA 98271-9694

All interested firms are encouraged to attend the Pre-Bid Meeting and to visit the project site in order to acquaint themselves with the local conditions under which the work will be performed and to obtain personal observations of the project site.

SCOPE OF WORK

Summary

The Tulalip Data Services Roof replacement project will consist of removal and disposal of Est;13,400 +/- sqft of existing ribbed galvanized steel roof panels contractor to verify, install new metal roof panels throughout, install new plywood roof deck throughout, remove existing underlayment and install new underlayment, remove and install new pipe penetration boots, remove and install flashing throughout to match existing color, remove and install new ridge cap throughout. Tulalip Data Services is located in Quil Ceda Village on the Tulalip Reservation.

Work includes but is not limited to:

1. Contractor shall remove and properly dispose of the existing roofing system
2. Contractor shall prep the new roof system per the manufactures recommendation.
3. Contractor shall install a minimum of ¾” plywood roof deck throughout
4. Contractor shall install water proof breathable underlayment throughout.
5. Contractor shall tape all overlap and seams of the underlayment using the manufactures recommended materials
6. Contractor shall install new roof panels per the manufacture’s recommendations.
 - i. New panels shall be Green to match the existing fascia trim and gutters
 - ii. Panels shall be a minimum of 24-gauge ribbed ¾” galvanized steel
 - iii. Contractor shall fasten panels with manufactures recommended method and fasteners
7. Contractor shall provide and install all flashing throughout to match roof system color and product will be galvanized steel; to include but not limited to:
 - i. Drip Edge
 - ii. Eave Flashing
 - iii. Gable Flashing
 - iv. Valley Flashing
 - v. Hip Flashing
 - vi. Sidewall Flashing
8. Contractor shall provide and install all caulking where necessary.
9. Contractor shall provide and install all roof penetration boots and flashing where necessary.
10. Contractor will provide safety cones for protection that clearly identifies the contractors work zone to also include signage where necessary.
11. Contractor shall provide adequate protection of existing finishes and completed Work to prevent incidental and or accidental damage caused in the performance of Work performed as a part of this Prime Contract. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to daily cleaning requirements. Contractor shall provide, maintain and remove any protective coverings installed as a part of this Contract.
12. Contractor shall be responsible to repair to like “new” conditions any and all existing finishes that are damaged as a result of work performed as a part of this Bid Package.

13. Contractor shall provide a project schedule for review and approval prior to starting work.
14. Contractor shall abide by OSHA Fall Protection Requirements at all times when working when required.

General Conditions of the Work includes but is not limited to:

1. Contractor shall protect existing improvements from damage during the performance of Work. Any adjacent property, including without limitation structures, roads, walks, light poles, vehicles, and signage or other improvements, damaged during the Contract Work shall be properly repaired or replaced at the Contractor's expense.
2. Contractor shall assume full responsibility for protection and safekeeping of equipment stored on-site and material.
3. Contractor shall be responsible for daily site clean-up including screws and nail pickup
4. Contractor shall be responsible for the removal and disposal of all debris and rubbish generated by the Contract Work.
5. Contractor shall take precautions and shall be responsible for the safety of individuals and vehicles on the Project and shall comply with all applicable provisions of tribal and federal safety laws and codes to prevent injury to persons on or adjacent to the Project.
6. Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contract Work.
7. Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed. The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.
8. Contractor shall review the attached Contract Form and Scope of Work for additional General Conditions of the Work, Insurance Requirements, and other Contract Requirements.

BID EVALUATION CRITERIA

The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington. In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington requests and determines to accept. The total of the bids for accepted Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.

Base Bid:

Bidders shall include all materials, equipment, supervision, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of the Work complete.

The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.

FINAL SELECTION

The Tulalip Tribes of Washington intend to select the Bidder with the lowest responsive and responsible Bid Proposal. Final selection shall be at the sole discretion of the Tulalip Tribes'

Board of Directors. While it is the expressed intent of the Board of Directors to select the Firm with the lowest responsive and responsible Bid Proposal, the Tulalip Tribes reserve the right to select any responsive and responsible Firm they determine.

RIGHT OF REJECTION

The Tulalip Tribes of Washington reserves the right to reject any and all proposals and the right to elect not to proceed with the project.

SCHEDULE

The Tulalip Tribes anticipates the Bid, Contract Award, and Construction Schedule will be as follows:

RFB Issued	Tuesday May 16th, 2023
Pre-Bid Meeting	Tuesday May 23rd; 10:00 AM
Bid Due Date	Thursday June 15th, 2023
Anticipated Notice to Proceed	Monday July 17th, 2023
Substantial Completion	TBD

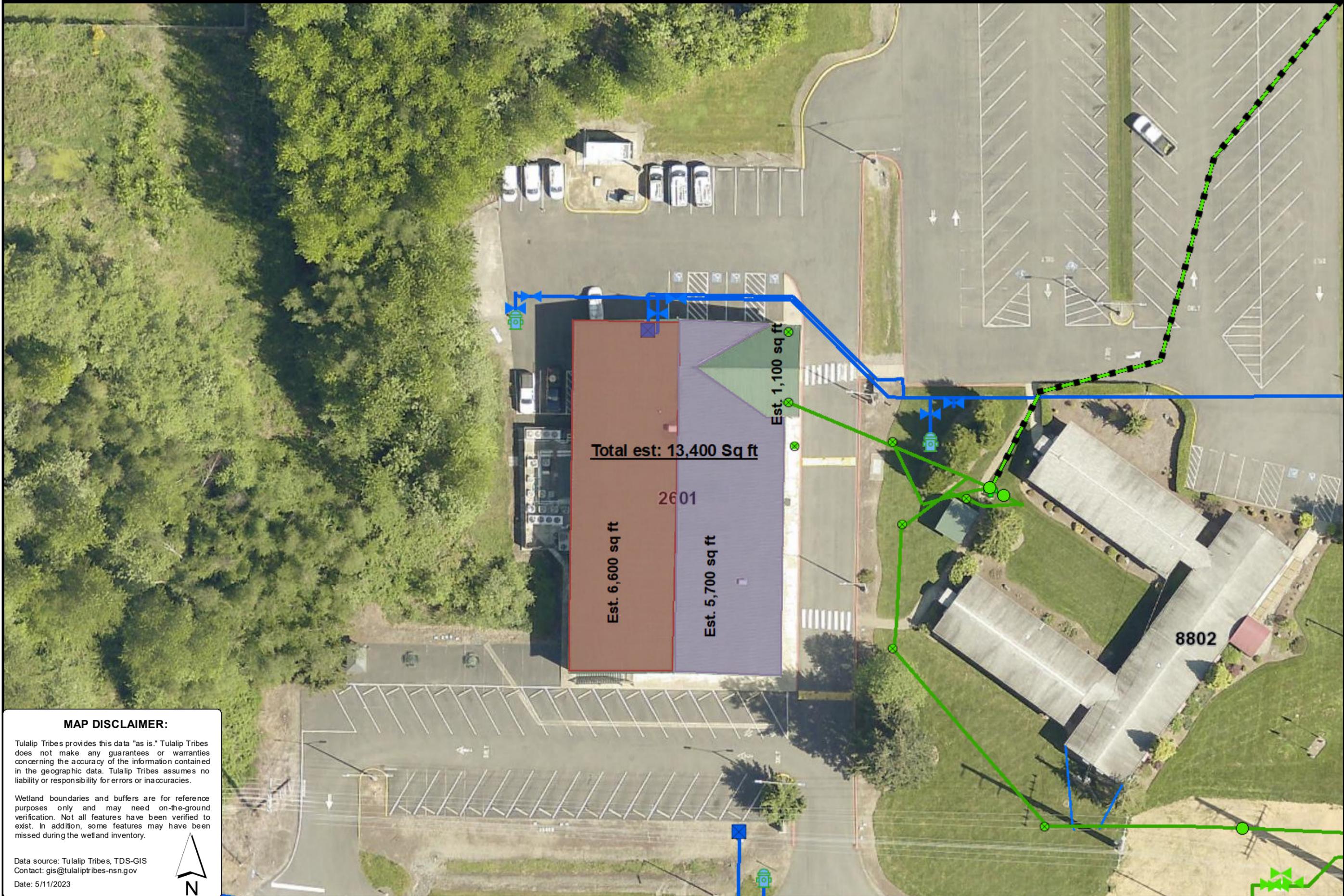
Questions may be delivered by U.S. mail, by facsimile, or by electronic mail. All requests for interpretation shall be brought to the attention of the Construction Manager in writing no later than **2:00 PM on May 28th, 2023**. Questions should be addressed to:

Lukas Reyes
Project Manager
Quil Ceda Village
8802 27th Ave NE
Tulalip, Washington 98271
lreyes@tulaliptribes-nsn.gov
Phone:(360)716-5022
Cell: (360) 631-7996

ATTACHMENT

1. Proposal Form
2. Contract Agreement
3. TDS building depiction

TDS Roof Est. SQ Ft



MAP DISCLAIMER:

Tulalip Tribes provides this data "as is." Tulalip Tribes does not make any guarantees or warranties concerning the accuracy of the information contained in the geographic data. Tulalip Tribes assumes no liability or responsibility for errors or inaccuracies.

Wetland boundaries and buffers are for reference purposes only and may need on-the-ground verification. Not all features have been verified to exist. In addition, some features may have been missed during the wetland inventory.

Data source: Tulalip Tribes, TDS-GIS
Contact: gis@tulaliptribes-nsn.gov
Date: 5/11/2023



SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed) –

		PREFERRED EMPLOYEE	
NAME	POSITION	Yes	No
1.	1.		
2.	2.		
3.	3.		
4.	4.		
5.	5.		

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed) –

NUMBER OF PREFERRED “TRADE” EMPLOYEES	NUMBER OF PREFERRED “TRADE” EMPLOYEES
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

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) (Total of Sections IV.A and IV.B) –

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) –

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

SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) –

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		NAOB	
			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 The Tulalip Code, Chapter 9.05 – TERO Code, 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 The Tulalip Code, Chapter 9.05 – TERO Code 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 The Tulalip Code, Chapter 9.05 – TERO Code 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.

(Remainder of Page Intentionally Left Blank)

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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Certification for Federal-Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. **Submission of this certification is a prerequisite for making or entering into this transaction** imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting her or his bid or proposal that she or he shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,00.00 and that all such sub-recipients shall certify and disclose accordingly.

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**BIDDERS NAMES
(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One) Corporation Partnership Sole Proprietorship Limited Liability Corporation

Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

**BIDDERS NAMES
(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One) Corporation Partnership Sole Proprietorship Limited Liability Corporation

Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

END OF BID FORM

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as set forth herein. Successful Bidder shall also provide the Tulalip Tribes of Washington with a Confidentiality Agreement completed and signed by all lower tier contractors and or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information (“*Confidential Information*”) regarding the Tulalip Tribes of Washington for the Project identified as **Tulalip Data Services Roof Replacement QCV-CP-23-008**. “*Confidential Information*” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Tulalip Tribes of Washington.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any “*Confidential Information*” regarding this “*Project*” to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington.

Agreed to and accepted:

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE (“OWNER”):

_____ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment (collectively, the “Work”) for construction on the **Tulalip Data Services Roof Replacement QCV-CP-23-008 project**, located within **2601 88th ST NE, Tulalip, WA 98271**.

Upon receipt of payment by the Releasing Party of \$ _____, whether in cash, by check or by joint check, the Releasing Party represents and certifies to Owner that: (i) Releasing Party and all of its subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment and there is no known basis for the filing of any claim in respect of the Work except for (a) any claim that the Releasing Party has previously provided written notice to Owner about such claim, and (b) amounts owed to Releasing Party and/or any subcontractor or supplier that are considered Cost of the Work but have been withheld by the Owner; and (iii) waivers and releases from all Subcontractors and/or Suppliers being billed under a Releasing Party Subcontract Agreement or Purchase Agreement have been obtained in form substantially similar hereto as to constitute an effective waiver and release of all known claims. Notwithstanding the foregoing, this Interim Waiver and Release of Claims shall not apply to any amounts owed for Work which has been provided to the Project during a billing period prior to the date hereof where Releasing Party and/or any subcontractor or supplier has not yet requested reimbursement for the cost of the Work provided to the Project.

If any claim covered by this Interim Waiver and Release of Claims is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers, vendors or materialmen at any tier against or with respect to Owner or the Project then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim and (2) shall indemnify, defend and hold harmless Owner and the Project from and against any and all costs, damages, expenses, court costs and attorney fees arising from such claim or any litigation resulting from such claim.

Dated

(The Releasing Party)

Printed Name

By

Its

[Notary Seal]

Sate of _____ County of _____

Subscribed and Sworn to before me

this _____ Day of _____

Notary Public _____

My Commission Expires _____



CONTRACTOR OBLIGATIONS

TERO's Authority

The Tulalip Tribes Board of Directors finds that employment discrimination against Indians persists despite a large number of Indian and non-Indian owned businesses employing skilled and non-skilled workers. The Tulalip Tribes Board of Directors further finds that jobs in businesses and other economic opportunities on or near the Tulalip Indian Reservation are important to which Indians have unique preferential rights and therefore, to implement the unique employment rights of Indians, establishes a Tribal Employments Rights Commission and Tulalip Tribal Employments Rights Office to achieve its goals and policies. (The term Indian hereafter shall be referred to as "Native American.") Under this code, The Tulalip Tribal Employments Rights Office, (hereafter "TERO") operates as an employment hiring agency. TERO provides preferential employee dispatch, referral services, and skills training. TERO also has the authority to regulate and enforce preference in employment, contracting. And economic development opportunities in this Code. **TERO will implement, Monitor & enforce NAOB preference in Contracting.**

1. Fill out a TERO Compliance Plan
 - o Meet with TERO Compliance Officers to negotiate the workforce; with the exception of a maximum of 20% for key employees or core crew; hereafter "key employees".
 - o Listing the specific positions that will be utilized on the project; the names, level, positions, trade, wages, including all unfilled positions.
 - o Notify TERO of all job vacancies. All available TERO Clients shall be considered first before any non-Natives are considered for employment and training.
 - o TERO Clients have preference in retention of employment from the beginning to the end of the project; TERO shall be informed of any lay-offs prior to occurrence. All TERO dispatches are the last to be released from the project.
 - o If there are employee issues TERO will be notified to allow for informal counseling for job retention.
 - o All contractors shall identify their key employees with their, expertise, time with the company, position and wage rate. Key employees have to be on the company payroll for one year continuously in a supervisory capacity or be an owner of the company, or have a specialized craft to qualify. An employee who is hired on a project by project basis shall not be considered a key employee.
2. The Contracting Agency or General Contractor shall pay 1.75% TERO Fee on the total aggregate cost on all construction projects over 10k
3. Submit a TERO Compliance Plan with a minimum of three days prior to start date of the project.
4. Notify TERO of contractor construction trade affiliations.
5. Comply with Compliance on site inspections and investigations.
6. Provide copies of certified payroll reports to the TERO office upon request.

Certification of Service: ***"DO NOT SIGN UNTIL AFTER YOU HAVE MET WITH TERO"***

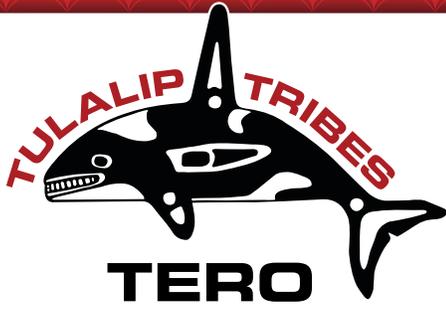
I, _____ duly swear that I have been provided the Contractors obligations of Indian Preference as a contractor conducting business on the Tulalip Tribes Reservation. I attest to the fact that the TERO representative whose signature below did in fact explain these specific obligations and allowed for an opportunity to represent questions, comments, or discussion on these requirements related to this contract.

Company Signature

Date

PROJECT NAME

TERO Official



Date Recvd': _____
Intake Sig: _____
Processed Date: _____

COMPLIANCE PLAN

PROJECT: _____

PROJECT LOCATION: _____

CONTRACTING AGENCY: _____ **CONTACT NAME/PHONE:** _____

COMPANY: _____ **UNION** **PHONE:** _____

Sub Contractor For: _____

OWNERS _____

PM/SUPERINT Name: _____ **PHONE:** _____

CONTACT PERSON(S): _____ **PHONE:** _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

E-MAIL: _____ **FAX:** _____

SCOPE OF WORK:

START DATE: _____ **COMPLETION DATE:** _____

PROJECT COST: \$ _____ **TERO FEE: \$** _____

PARTY RESPONSIBLE FOR PAYMENT: _____

TERO FEE: The Owner/General Contractor is responsible to pay a TERO fee at 1.75% on the total aggregate cost of all construction over \$10,000. TERO needs to be notified of any project increase or decrease to adjust the TERO fee accordingly.

EMPLOYEES (LIST ONLY THE WORKERS ON SITE)

I understand that at any given time after Approved Compliance Plan if an experience equivalent TERO worker is available, TERO may negotiate any already approved position/workers, over the duration of the project. 9.05.190 (Add additional sheets if needed)

Name	Position	Wage/Fringe	Hire Date	Native Y/N
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/

TRIBAL HIRING HALL *Request for workers

Employers may not employ any non-TERO preference worker until TERO has been given 72 hours to locate and refer a qualified local preference worker. (Add additional sheets if needed)

Positions	Number of each	Wage	Start/End date
		\$	/ /
		\$	/ /
		\$	/ /

CONTRACTING & SUBCONTRACTING (Add additional sheets if needed)

Sub-Contractors	Contact Person	Phone	Native Y/N
		() -	/
		() -	/
		() -	/
		() -	/

Contractor/Business Acknowledgment

By signing below, I declare that all the information I have provided is true, correct and complete to the best of my knowledge. I have been provided the TERO Contractors Obligations and Compliance Plan and I will abide by the TERO requirements, Ordinance/Codes, orders and procedures. I understand that untruthful or misleading answers or non-compliance are cause for denial of my application and may subject me to enforcement violations and sanctions.

_____/_____/_____
 Company Representative(s) Signature Date

Agency Plan

Yes

No

Compliance Plan

Approved

Disapproved

_____/_____/_____
 TERO Compliance Officer Date

_____/_____/_____
 TERO Official Approval Date