

COWLITZ ILANI PARKING GARAGE EV CHARGING REQUEST FOR PROPOSAL ("RFP")

1 Cowlitz Way, Ridgefield, WA 98642

JANUARY 23, 2025 COWLITZ INDIAN TRIBE

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| REQUEST FOR PROPOSAL (RFP) RFP Title: Cowlitz ilani Parking Garage EV Charging | | |
|---|--|---|
| | | |
| ISSUING AG | ENCY INFORMATION | |
| Cowlitz Indian Tribe (CIT) 1055 9 th Avenue, Longview, WA 98632 | | |
| Single Point of Contact (SPOC): Cari Clizb Tel. (360) 353-8913, email <u>cclizbe@cowlitz.</u> | | |
| | FIONS TO BIDDERS | |
| Submit Sealed Proposal to: | Mark Face of Sealed Envel | ope/Package with: |
| Cari Clizbe Project Coordinator Cowlitz Indian Tribe 929 Fir Street Longview WA. 98632 <u>cclizbe@cowlitz.org</u> | "RFP Response – Cowlitz i Charging | |
| Special Instructions: Two hard copies of the RFP response prope Response Due Date and Time listed above. <u>cclizbe@cowlitz.org</u> the following morning. Date and Time will disqualify the entire bid RFP response proposals prior to Response | Additionally, an electronic co Emailing electronic copies of lding process for this RFP sol | py must be emailed to f proposals prior to Due |
| FIRMS MUST CO | MPLETE THE FOLLOWIN | G |
| Firm Name/Address: | | |
| | (Name an | d Title) |
| | | |
| | (Signat | |
| | Print name and title and sig a response to this RFP, offe understands and will comp specifications and requirem | eror acknowledges they ly with the RFP |
| Type of Entity (e.g., corporation, LLC, etc.) | Phone Number: | |
| E-mail Address: | Fax Number: | |

FIRMS MUST RETURN THIS COVER SHEET WITH RFP RESPONSES

REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION SERVICES

The Cowlitz Indian Tribe (CIT) is soliciting proposals for the Cowlitz ilani Parking Garage EV project as described in Scope of Work provided in **Attachment A**. Contractor is responsible to obtain all necessary permits as required. All work must meet federal, local, and Cowlitz Indian Tribe standards, specifications, and codes.

SPECIAL CONSIDERATIONS

- A. All bidding, contractual, and work processes for all participating parties must meet the requirements specified in CIT Procurement Code.
- B. Upon award of this contract to the successful bidder, this RFP will be referenced and incorporated as an attachment to the contract between both parties.
- C. Bidder must provide a detailed work schedule.
- D. This is a Lump Sum contract. If contractor does not elect to attach a schedule of values (SOV) to their proposal, the contractor will submit an invoice upon completion and CIT approval of the work for the total contract amount minus 5% retainage as reference in the contract. (Section 2.3)
- E. Payment and Performance Bond is required.

SINGLE POINT OF CONTACT

The Single Point of Contact (SPOC) for this solicitation is: Cari Clizbe, Cowlitz Indian Tribe Project Coordinator 929 Fir Street, Longview WA 98632 Office: 360-353-8913, <u>cclizbe@cowlitz.org</u>

RFP SUBMITTAL TERMS

- A. Sealed proposals, addressed to Cari Clizbe, <u>cclizbe@cowlitz.org</u>, must be submitted on attached Bid Form, provided in Attachment B, and received at CIT Public Works Department Building at: 929 Fir Street, Longview, WA 98632, no later than 3:00 P.M. PST, February 25, 2025, Tuesday
- B. Late proposals will not be accepted.
- C. Sealed proposals shall be marked: **"RFP Response -** <u>Cowlitz ilani Parking Garage EV Charging</u>
- D. Two hard copies of the RFP response proposal must be submitted in sealed envelope by RFP Response Due Date and Time listed above. Additionally, an electronic copy must be emailed to <u>cclizbe@cowlitz.org</u> the following business day morning February 26, 2025. Emailing electronic copies of proposals prior to the Due Date and Time will disqualify the entire bidding process for this RFP solicitation.

 E. Proposals are scheduled for opening at: 3:00 P.M. PST, February 25th, 2025, Tuesday In Cowlitz Indian Tribe Public Works Office 929 Fir Street, Longview WA. 98632

TYPE OF BID

This bid shall be for the entire project including labor, materials, equipment, permitting, etc. – all in accordance with the Scope of Work provided in **Attachment A**.

PRE-PROPOSAL CONFERENCE, SITE VISIT, QUESTIONS

Potential Bidders are strongly recommended to participate in a Site Visit. For more information or exceptions please contact:

Cari Clizbe, Public Works Project Coordinator, Cowlitz Indian Tribe 929 Fir Street, Longview WA. 98632 Tel.: (360) 353-8913; <u>cclizbe@cowlitz.org</u>

Questions about the RFP must be submitted **via e-mail or in writing** to the single point of contact on or before:

3:00 P.M. PST February 3, 2025

No additional project questions will be addressed after this date.

A Response addendum with all questions received and Cowlitz Indian Tribe's responses will be posted in an Addendum on **February 10, 2025** on the Cowlitz Indian Tribe website at <u>https://www.cowlitz.org/newsroom/announcements</u>. It is the responsibility of each firm to check this website for Addenda or updates about the project.

PUBLIC INFORMATION STATUS

Subject to exception provided by CIT procurement code, all information received in response to this RFP, including copyrighted material is public information. Proposals will be made available for public viewing after the proposal due date and time. The exceptions to this requirement are (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the Cowlitz Indian Tribe; (3) other constitutional protections. The Cowlitz Indian Tribe will provide a hard copy of the RFP responses for interested parties to review during regular business hours at the Cowlitz Indian Tribe Public Works Department, 929 Fir Street, Longview WA. 98632.

DOCUMENT EXAMINATION AND PROCUREMENT

The Contract Documents may be examined at the following locations:

Cowlitz Indian Tribe Public Works Department 929 Fir Street Longview, WA

PROPOSAL CONTENT & REQUIREMENTS

Proposals should demonstrate that the contractor has the professional capability and availability to

satisfactorily and timely complete all the tasks as described in this RFP. Responses should include:

- A. The contractor's legal name, address, telephone number and principal contact e-mail address.
- B. The experience, qualifications, and assigned roles of all staff to be assigned to the project.
- C. Description of the contractor's prior experience, including any similar projects, location of those project(s), and total construction costs.
- D. Experience with SAP or other governmental projects and reporting requirements for such projects.
- E. Proposed staffing for the project.
- F. Any concerns regarding proposed method of administration, construction, or schedule.
- G. Description of the contractor's current work activities and how these will be coordinated with the project, as well as the contractor's anticipated availability during the term of the project.
- H. The proposed work plan and schedule for activities to be performed.
- I. A Schedule of Values.

PREQUALIFICATION

Proposals need to include a minimum of three references that are knowledgeable regarding the contractor's recent performance on projects, including client's name, location where services were provided, contact person(s), contact telephone number, contact e-mail address, and a complete description of services provided, including dates of service. These references may be contacted to verify a contractor's ability to perform the contract. CIT reserves the right to use any information or additional references deemed necessary to establish the ability of the firm to perform the contract. (Negative references may be grounds for proposal disqualifications).

EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored according to the following factors:

- A. Overall quality of the Statement of Qualifications -15%
- B. The qualifications and experience of the personnel to be assigned to the project, including reference checks 25%
- C. The contractor's capability to meet time and project budget requirements and the availability of personnel to respond and provide services in a timely manner- 15%
- D. Contractor's location 10%
- E. Present or projected workload that would affect completion of the project 15%
- F. Related experience on similar projects 15%
- G. Recent or current work related to Cowlitz Indian Tribe or it's subsidiaries 5%

After evaluation of all Proposals, the Tribe will apply tribal preference, in accordance with *Cowlitz Procurement Code §3-208 Tribal Preference*, as follows:

(1) First preference: 100% Cowlitz Tribal Member-owned business;

(2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;

(3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

In applying Tribal Preference, a contract shall be awarded to a qualified business when its bid is responsive to all other conditions and does not exceed the lowest non-Tribal bid by the following amounts:

(1) For bids between \$0- \$10,000: 10%

- (2) For bids between \$10,001 and \$50,000: 7%
- (3) For bids between 50,001 and 100,000: 5%
- (4) For bids over \$100,000: 2%.

All bids will be evaluated using Evaluation Criteria provided above and what is in the best interest of the CIT. Highest ranking firm will be identified and announced after selection committee completes review of all bids. Bidders are instructed not to proceed until a signed contract is executed by both parties. A firm or person who proceeds prior to executing a contract or Notice to Proceed does so at its own risk and will be liable for any and all damage caused.

SELECTION PROCESS

Upon receipt of responses, selection committee members will evaluate all responsive proposals and assign scores based on the evaluation criteria stated above. Highest ranking contractor may be asked to attend an interview, or Cowlitz Indian Tribe may opt to open direct negotiations with the highest-ranking contractor that presents the most qualified, highest scoring proposal. If interviews are conducted, finalists are encouraged to bring renderings/photos of related examples of work and any other pertinent past project information.

Contract negotiations will commence with the highest-ranking bidder. The contract will be awarded upon reaching an appropriate price for the work to be done. If an appropriate agreement cannot be reached with the highest-ranked bidder, the second ranked bidder will be approached, and so on. Unsuccessful bidders will be notified as soon as possible.

This solicitation is being offered in accordance with federal and state statues governing procurement of construction contracts, in addition to Cowlitz Indian Tribe statutes. Accordingly, the Cowlitz Indian Tribe reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

Cowlitz Indian Tribe reserves the right to increase the scope of work with the selected contractor as a long as the increase is within the contractor's ability. Payment and contract terms will be negotiated with the selected contractor.

CIT'S RIGHT TO REJECT BIDS

Cowlitz Indian Tribe reserves the right to waive irregularities and to reject any or all bids. CIT shall select a preferred contractor based on best value to the project and pursuant to CIT's best interest.

CIT'S BEST INTEREST

While Cowlitz Indian Tribe has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the CIT to award and execute a contract. Upon a determination such actions would be in its best interest, the Cowlitz Indian Tribe, in its sole discretion, reserves the right to:

- A. Cancel or terminate this RFP; or
- B. Reject any or all proposals received in response to this RFP; or
- C. Not award a contract, if it is in the Cowlitz Indian Tribes best interest not to proceed with contract execution; or
- D. If awarded, terminate any contract if the Cowlitz Indian Tribe determines adequate funds are not available.

INSURANCE REQUIREMENTS

Before commencing the Work and as a condition of payment, and as part of the Lump Sum Amount, Contractor shall purchase and maintain insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A1 or better, that will protect it from bodily injury or property damage claims arising out of its operations under this Contract, whether the operations are by Contractor, Contractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. **Commercial General Liability (CGL)** insurance providing bodily injury liability and property damage liability with combined single limits of not less than \$1,000,000 per occurrence. \$2,000,000 general aggregate limits, and Products/Completed Operations aggregate limits of \$2,000,000, written on an occurrence form.

If the Owner requires that Contractor's general liability policy be endorsed so that the aggregate limits of insurance apply on this job, both parties must check the appropriate box: Owner [X] Contractor [X].

Owner shall be included as an additional insured under the CGL policy. Prior to starting work, Contractor shall provide a copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy that documents the Owner's additional insured status.

- B. Automobile Liability (AL) insurance with a minimum limit of liability of not less than \$300,000 per occurrence for all owned, non-owned and hired automobiles.
- C. Workers Compensation (WC) insurance with a minimum limit of liability of not less than required by the Laws of the State of Washington.

CIT and Contractor will waive their rights of subrogation against one another for any losses covered by the required insurance policies except that Contractor shall be liable for the property insurance deductible if a claim is made against such property insurance and that claim arises out of Contractor's negligence.

BID AND CONTRACT SECURITY, PAYMENT AND PERFORMANCE BONDS

Each bid must be accompanied by a cashier's check, certified check, or a bid bond in the amount of five percent (5%) of the bid amount, payable to the Cowlitz Indian Tribe. The successful bidder will be required to provide payment and performance bond, each in the amount of one hundred percent (100%) of the contract price payable to the Cowlitz Indian Tribe.

RETAINAGE

CIT will withhold five percent (5%) of contract price until the work is complete, inspected, and accepted by CIT to assure that contractor satisfied its contractual obligations of this project.

COMPLIANCE WITH STANDARDS

This project must comply with all federal and state labor standards as applicable, including compliance

with federal Davis-Bacon and/or state prevailing wage labor standards, compliance with Cowlitz Indian law, and notwithstanding the Indian Preference Act, Section 703(i) of the 1964 Civil Rights Act assuring equal opportunity labor standards and others, as applicable.

| EVENT | TIME | DATE |
|---|-----------|--|
| RFP issued | | January 23, 2025, Thursday |
| Mandatory Site Visit | | Call to schedule |
| Written Questions due to CIT | 3:00 P.M. | February 3, 2025 Monday |
| Addendum with Questions & Answers Issued by CIT | | February 10, 2025 Monday |
| RFP Proposals Due to CIT | 3:00 P.M. | February 25, 2025, Tuesday |
| Notice of Intent to Award is issued | | March 4, 2025 |
| Intended Date for Notice to Proceed | | The date the contract is duly executed by both parties. Anticipated Date: TBD |
| Work Begins | | As described in the Notice to Proceed Letter sent to Contractor. |
| Work Complete | | DATE |

TARGET SCHEDULE OF EVENTS

SOVEREIGN IMMUNITY

CIT is a Federally Recognized Indian Tribe and exercises Sovereign Immunity, as stated in CIT Procurement Code, *§9-401 Sovereign Immunity in Connection with Contracts*, as follows:

(1) Solicitation and Award of Contracts. If concerning a matter outside of the Tribal Trust lands, unless otherwise modified by contract signed by duly authorized Tribal Council representative or by funding obligations outside the control of Tribal government, the Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a bidder, offeror, or contractor, prospective or actual, to determine whether a solicitation or award of a contract is in accordance with the Constitution, statutes, policies, and the terms and conditions of the solicitation. The Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for monetary damages or for declaratory, injunctive, or other equitable relief.

(2) *Debarment or Suspension*. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a person who is subject to a suspension or debarment proceeding, to determine whether the debarment or suspension is in accordance with the Constitution, statutes, and policies. The Cowlitz Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for declaratory, injunctive, or other equitable relief.

(3) Actions Under Contracts or for Breach of Contract. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief. (4) *Limited Finality for Administrative Determinations*. In any judicial action under this Section, factual or legal determinations by employees, agents, or other persons appointed by the Tribe shall have no finality and shall not be conclusive, notwithstanding any contract provision, regulation, or rule of law to the contrary, except as provided in Section 3-701 (Finality of Determinations).

By submitting a proposal to this solicitation, Bidder agrees that the Cowlitz Indian Tribe has not waived or otherwise abridged its sovereign immunity. The Bidder further understands that the Cowlitz Indian Tribe does not and will not submit to the jurisdiction of any state or Federal courts in any finally executed contract between the parties.

Notwithstanding any other terms or provisions of this RFP and any subsequent executed contract, Contractor understands and agrees that the Cowlitz Indian Tribe; by posting this RFP and/or entering into subsequent contracts, the Cowlitz Indian Tribe does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

END OF RFP

ATTACHMENT A

SCOPE OF WORK

The Cowlitz ilani Parking Garage EV Charging project aims to provide electric vehicle charging solutions to serve service vehicles located on the ground floor of the ilani parking garage in Ridgefield, WA. This project will purchase and install Electric Vehicle Charging stations at the project site below.

✓ 1 Cowlitz Way, Ridgefield, WA 98642

Project Siting:

Installation of (10) Level 2 dual port electrical vehicle chargers and infrastructure to support them along with (3) stubs for the addition of (3) future chargers (not in this scope)

The scope of work includes but is not limited to:

- Project Development and Design
 - Any Project development and design work not already completed by the Sazan Group and/or PUD to ensure project is ready for construction.
 - The work must meet all applicable industry standards and codes including, but not limited to:
 - International Building Code
 - International Fire Code
 - National Electric Code
- Contracting and Permitting
 - Procure all equipment and subcontractors to complete the project
 - o Apply for and secure permits listed above, including any fees
 - Apply for any utility interconnection and secure agreement, including any fees
- Equipment Delivery, Installation and Construction
 - Complete site preparation and restoration activities related the installation of Installation of (10) Level 2 dual port electrical vehicle chargers and infrastructure to support them along with (3) stubs for the addition of (3) future chargers (not in this scope) as required to complete the project, including concrete pads, gravel or other surfacing as needed for safety, code requirements, access, or to prevent damage of the equipment.
 - Provide and install any needed electrical gear and feeders required to connect EV Charging system on an existing electrical service, including critical load panels, transformer upgrades, and other necessary electrical changes identified in the original funding application.
 - Include all excavation and site work necessary to complete the scope
 - Pass inspections and pay associated fees
 - Any changes to the equipment listed above must be approved by Commerce and Cowlitz in writing.
- Equipment requirements
 - All Level 2 chargers installed at project site shall:
 - Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
 - Be capable of at least a 7.2 kW power output;
 - If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose

- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;
- Be certified by a nationally recognized testing laboratory to UL 2594; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.
- Support remote start capabilities for, at minimum, payment via a toll-free number; and Not require a membership for use.
- Connectors:
 - At least 33% of Level 2 connectors at the project site must be SAE J1772 connectors. All other Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount and need to be approved in writing from Cowlitz if contractor wishes to use an alternative.
- o Stub-Outs
 - A complete "stub-out" installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A "stub-out" typically ends with at least two inches (2") of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- Labor Requirements
 - Prevailing Wage
 - The Project shall comply with prevailing wage requirements as detailed in the agreement, and/or as required by law.
 - Electrical apprenticeship Utilization Rate
 - The Project shall meet or exceed the electrical apprenticeship utilization rate specified at 25%
 - This requirement shall be waived by COMMERCE and Cowlitz if the contractor demonstrates that one electrician is sufficient to complete all work required by the contract.
 - Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.
 - Contractor shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the project in quarterly reports
 - Office of Minority and Women's Business Enterprises certified contractors
 - The Tribe is committed to contracting with the Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s). When qualified, scoring preference will be given to such contractors and subcontractors. Please clarify in your proposal if your firm meets these criteria. The Tribe shall hire one or more contractors to complete the work on the covered project site that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Contractor shall note such sub-contractors in their proposal and update during the project.

- Systems Integration and Commissioning
 - Commission EV systems and verify all system components are properly designed, installed and optimized.
 - Test full functional system and confirm whole system operation follows design intent as described in application.
 - Receive operations and maintenance (O&M) manual and complete training from subcontractor on equipment and controls.

Contractors are instructed to quote

- Normal Business hours; Monday through Friday- 8:00 am to 5:00 pm
- All permits, insurance and or taxes, are to be included into lump sum proposal. This is non-negotiable.
- Contractor is responsible for all costs associated with the NEPA/SEPA requirements.
- Once the Notice to proceed is given to the selected contractor, it is highly recommended that the contractor starts the NEPA/SEPA process. If NEPA is not started in the beginning phases of project it could delay the project Cowlitz Indian Tribe will not be liable for additional costs and or time, especially if contractor does not strictly adhere to this statement.
- Price to include, Labor, Materials, all permits, and Washington State sales tax.
- This project falls under the Davis Bacon Act, certified payroll will be required.
- 100% Payment and Performance is required for this project.
- 5% bid bond required

ATTACHMENT B BID FORM

SECTION 00041

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Cowlitz Indian Tribe (the Owner)
- B. 1055 9th Avenue
- C. Longview, WA 98632

1.02 FOR: EV Charging stations at various CIT locations

1.03 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name _____
 - 1. Address ____
 - 2. City, State, Zip_____

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Supplemental Instructions to Bidders, and the Contract Documents prepared by the Cowlitz Indian Tribe for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- Base Bid: (dollars (Words Only) \$_____, (Figures Only) in lawful money of the United States of America.
- C. The Bid Amount includes Tax.
- D. <u>Schedule of Values for billing purposes (total should equal Base Bid)</u>

| Description | Cost |
|-------------|------|
| | |
| | |
| | |
| | |
| | |
| | |
| Total: | |

E. Anticipated Start Date: _____ Anticipated Completion Date: _____

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Cowlitz Indian Tribe within the time period stated above, we will:
 - 1. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 2. Commence work within seven days after written Notice to Proceed for this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to

provide the required Bond(s), the security deposit shall be forfeited as damages to Cowlitz Indian Tribe by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.06 CONTRACT TIME

If this Bid is accepted, we will complete all work and clean up as scheduled in Section *Target Schedule of Events* of this RFP.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- В.
- C. (Bidder print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H.
- I. (Authorized signing officer, Title)
- 1.09 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. Using a copy machine, copy this page and complete paragraph 1.08 for each joint venture or partnership and attach to this Bid Form.

END OF BID FORM

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of ______, the bidder submitting the competitive bid attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the bidders or between this bidder and any officer, agent or employee of Cowlitz Indian Tribe (Tribe, CIT), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive bid and has been personally and directly involved in the proceedings leading to the submission of such competitive bid.

3. That the competitive bid submitted is genuine and is not the product of any collusion and is not a sham bid, and that all statements in the competitive bid are true.

4. That neither the bidder named above nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders to agree to bid at a fixed price or to refrain from bidding, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

b. to any collusion with any CIT or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

c. to any discussions between bidders or between this bidder and any officer, agent or employee of CIT or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

So sworn this _____ day of ______, 20____.

Signature of Affiant

Certification

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the _____ day of ______, 20____, the above-signed ______ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public for ______ My Commission Expires:

ATTACHMENT E PLANS AND SPECS