



**STILLAGUAMISH
TRIBE OF INDIANS**

stuləg^wábš : People of the River
t: (360) 652-7362 f: (360) 659-3113

August 22, 2024

To Prospective Consultants:

The Stillaguamish Tribe of Indians is soliciting proposals and bids from consultants for ***Red Cabin Creek Wildlife Overpass***.

Enclosed is a Request for Proposals (RFP) for the Red Cabin Creek Wildlife Overpass, including a description of the project and goals, a draft scope of work, project schedule, proposal requirements, proposal evaluation methods, and example contract for professional services.

To be considered, each proposal and bid must contain all of the information requested under **Appendix A – Proposal Requirements**. Failure to provide all required information, or indications that the proposer did not conform to all expectations set forth in the RFP, may make the offer non-responsive and result in the elimination of the proposer from consideration for contract award.

All proposals will be reviewed based only on the information submitted. Electronics submissions are required and can be submitted via email or digital media mailed to our office.

Proposals and bids must be received before 4:00 p.m. PDT on ***September 27, 2024***

The Stillaguamish Tribe of Indians
Natural Resources Department
Attn: Jennifer Sevigny
3322 236th St NE,
Arlington, WA 98223
Email: jsevigny@stillaguamish.com
Phone: (360) 631-2372

Sincerely,

Jennifer Sevigny
Wildlife Program Manager
Stillaguamish Tribe of Indians

cc: Sara Thitpraserth, Director of Natural Resources



STILLAGUAMISH TRIBE OF INDIANS

REQUEST FOR PROPOSALS

**Red Cabin Creek Wildlife Overpass
Engineering Services, Design, and Project Management**

**Date Released: August 22, 2024
Due Date: 4:00 pm PDT, September 27, 2024**

Stillaguamish Tribe of Indians
Natural Resources Department
3322 236th St NE, Arlington WA, 98223

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RFP FACT SHEET

Title of RFP Project:	Red Cabin Creek Wildlife Overpass	
Date of Issue:	August 22, 2024	
Mandatory Site Visit:	1:30 pm PDT, September 12, 2024	
Mandatory Site Visit Location:	33496 State Route 20, Sedro-Woolley, WA. On the paved area near the silo.	
Questions Due:	4:00 pm PDT, September 16, 2024	
Proposals Due:	4:00 pm PDT, September 27, 2024	
Proposal Format	Electronic	
Proposal Submission:	By email to jsevigny@stillaguamish.com or digital media mailed to 3322 236 th St NE, Arlington, WA 98223, Attn: Jennifer Sevigny	
Site Location:	33496 State Route 20, Sedro-Woolley, WA.	
Funding Source:	Federal Highway Administration: Wildlife Crossing Pilot Program	
Project Budget:	Pre-Construction & Construction: \$8,495,000.00	
Project Schedule:	Contract Award & Notice to Proceed by:	10/29/2024
	Site Evaluation and Preliminary Engineering Complete by:	05/31/2026
	PS&E Development and Permitting Complete by:	02/26/2027
	Construction Contractor Selection Completed by:	05/28/2027
	Project Construction & Substantial Completion by:	07/31/2028

INTRODUCTION

The Stillaguamish Tribe of Indians (the Tribe) is requesting proposals (RFP) for engineering and design services including: project management, preliminary engineering, surveying, permitting, final engineering and design, and construction bid preparation and oversight.

The **Red Cabin Creek Wildlife Overpass** project is located at 33496 State Route 20 in Sedro-Woolley, Washington. This project utilizes federal funding through the Federal Highway Administration (FHWA), requiring the selected contractor to follow all applicable laws and regulations.

Total amount payable under the contract is expected not to exceed \$1,500,000.00, with a contract performance period from the date of execution through to the project completion date of 7/31/2028.

The respondent's attention is directed to **Appendix A: Proposal Requirements**. Submissions must include all information referenced in Appendix A and be provided in electronic copy prior to 4:00 pm PDT, September 27, 2024. Proposals shall be submitted to the Project Contact: Jennifer Sevigny in email to jsevigny@stillaguamish.com or by digital media mailed to 3322 236th St NE, Arlington, WA 98223, Attn: Jennifer Sevigny.

Proposals received after the time and date specified above will be considered nonresponsive. Any proposals received prior to the time and date specified above may be withdrawn or modified. However to be considered the modified proposal must be received prior to 4:00 pm PDT, September 27, 2024.

Failure to provide all required information, or indications that the proposer did not conform to all terms as set forth in the RFP, may make the offer non-responsive and may result in the elimination of the proposer from further consideration for contract award.

The proposals submitted in response to this RFP will be used as a basis for selecting a contractor for this project. Proposals will be evaluated and ranked according to the criteria provided in **Appendix B: Evaluation Criteria of this RFP**.

Any Addenda to this RFP, if issued, will be sent to all prospective contractors who have received this RFP.

This RFP does not commit the Stillaguamish Tribe of Indians to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Tribe reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Tribe to do so. Furthermore, a contract award may not be made based solely on price.

The prospective contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Stillaguamish Tribe of Indians.

The estimated contractor selection schedule is as follows:

Mandatory Site Visit: 1:30 pm PDT, September 12, 2024

Questions Due: 4:00 pm PDT September 16, 2024

Proposals Due: 4:00 pm PDT, September 27, 2024

Proposal review and evaluation: September 28, 2024 – October 11, 2024

Cost negotiation with first ranked contractor: October 15, 2024 – October 25, 2024

Contract award and notice to proceed: October 29, 2024

Any requests or questions related to this RFP shall be submitted in writing to Jennifer Sevigny via email at jsevigny@stillaguamish.com. No oral question or inquiry about this RFP shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

Located in Skagit County, Washington, the Red Cabin Creek area is a well-documented wildlife-vehicle-collision hotspot on State Route 20. This region hosts a vital wildlife corridor connecting federal forest and industrial timberlands north of State Route 20 to state and federally owned forest south of the highway. Multiple species including elk, black-tailed deer, coyotes, and black bear currently use this corridor.

The Washington State Department of Transportation (WSDOT) ranks State Route 20 between Sedro-Woolley and Concrete in the top 10% of the highest elk-vehicle collision areas in Washington State. This 20-mile long collision area extends from milepost 66 to 86 and accounts for 9% of all elk-vehicle collisions in the State.

The Washington State Department of Fish and Wildlife 2023 North Cascades Elk Herd Plan addresses public safety as one of the primary management objectives indicating that elk-vehicle collisions appear to be on an upward trajectory with an annual number expected to be in the range of twenty to thirty on SR 20. The construction of a wildlife-crossing overpass is necessary at this location, as lighted signs, public outreach, and speed limit reductions have been unsuccessful at reducing wildlife-vehicle-collisions.

The proposed project will design and construct a wildlife overpass bridge with wildlife fencing near milepost 76.2 over State Route 20 in accordance with WSDOT Design Manuals, WSDOT Standard Specifications, and the WSDOT Standard Plans. The project location has a donated right-of-way as well as nine additional parcels (totaling 194 acres) for wildlife corridor restoration leading to and from the overpass.

The U.S. Department of Transportation Federal Highway Administration is funding this project through the Wildlife Crossing Pilot Program (<https://highways.dot.gov/federal-lands/wildlife-crossings/pilot-program>).

Project Goals: Construct a wildlife overpass bridge with fencing, jump downs, and wildlife access guards to ensure controlled animal movement over State Route 20 near Red Cabin Creek, significantly reduce wildlife-vehicle collisions, expand wildlife habitat connectivity, and improve highway safety. The Tribes' long-term vision is to protect and restore important wildlife populations within their treaty ceded area and reduce conflict issues such as wildlife-vehicle-collisions wherever possible.

SCOPE OF WORK**General:**

The Stillaguamish Tribe of Indians is interested in engaging the services of a consultant (the Contractor) to provide engineering services and project management for the **Red Cabin Creek Wildlife Overpass** project from preliminary engineering and site evaluation through the construction phase.

Contractor shall comply with all applicable Tribal, federal, state and local laws and ordinances, rules, regulations and orders relating to the performance of the services, including (as applicable) the requirements of the Washington State Department of Transportation and the Federal Highway Administration.

The contractor shall comply with all requirements of the Stillaguamish Tribe, included in the sample contract in Attachment 3.

Services to be provided:

The Contractor selected shall provide services for all phases below to complete the **Red Cabin Creek Wildlife Overpass**:

Phase 1. Preliminary Engineering (consistent with WSDOT Design and Standard Specifications)

- Project site assessments
- 60% PS&E complete
- Environmental permitting/NEPA approval
- Certifications for utility, railroad, and ROW

Phase 2. PS&E Development and Permitting (consistent with WSDOT Design and Standard Specifications)

- Pre-construction project management
- 90% PS&E complete
- Permit submission
- WSDOT construction phase authorization
- Engineer's construction cost estimate and completed construction bid package

Phase 3. Contractor Selection

- Pre-construction project management
- Construction contractor selected
- Final project designs and specifications
- Signed and stamped plans
- Permitting complete

Phase 4. Construction

- Construction project management
- Construction oversight and field engineering
- Verification of substantial completion and Open to Traffic

The contractor selected will be required to complete the following tasks:

- **Project Management** – The contractor shall perform general project management activities, including but not limited to: project planning and coordination; scheduling of meetings; preparing and distributing documents and minutes; field reviews; tracking action items for the Tribe and project sub-contractors; and, preparing all required plans for the advancement of the project. For the duration of the agreement, the contractor will keep the Tribe's Project Manager informed of all significant activities, decisions,

correspondence, reports, and other communications related to the project. The Tribe will serve as the contract manager and direct liaison with project partners and stakeholders.

- **Preliminary Engineering Studies** – The contractor shall be responsible for all field explorations, laboratory testing, and site analysis necessary to develop general location and design concepts for the project. Contractor will perform all activities needed to establish parameters for final design and obtain project approvals from WSDOT.
- **Surveys and Mapping** – The contractor shall be responsible for all required data collection, mapping and surveying necessary for preliminary and final engineering, design, cost estimates, right-of-way impacts, utility relocation, and environmental documentation to advance project to construction.
- **Environmental/Historic Studies and Documentation** – Contractor will complete all environmental and historic reviews required by WSDOT and federally funded projects; including preparation of documentation necessary for NHPA compliance and to obtain NEPA approval.
- **Project Permitting** – Contractor will identify all necessary permits for the project, and provide technical support and documentation to support the Tribe’s permit applications for the project.
- **Utility Certification** – Contractor will prepare a Utility Certification to confirm appropriate and adequate coordination has taken place. Contractor will identify utilities near the project and communicate with utility owners to determine the locations and potential conflicts during construction. Contractor will coordinate with utility owners to determine temporary or permanent relocations of the utility during construction and identify specific timeframes when the utility cannot be taken out of service. Contractor will submit plans for the timing of the relocation work to utility companies in accordance with their requirements.
- **Right of Way Determination & Certification** – Contractor shall review all right-of-way records and recommend or establish additional right-of-way along the entire alignment, if necessary. Contractor will provide a Right-of-Way Certification for the project.
- **Railroad Certification** – Contractor will prepare certification confirming no railroad facilities will be affected by proposed construction.
- **Coordination with Stakeholders** – Contractor will provide support and documentation in response to questions from the public, other tribes, local government officials, and state or federal agencies. Contractor will assist with outreach, providing details on project design and project timelines.
- **Design Documents** – The contractor will prepare plans, designs, and documentation for the proposed structure that meet project goals and are consistent with WSDOT Design Manuals, WSDOT Standard Specifications, and WSDOT Standard Plans. Plans, Specifications, and Estimates (PS&E) shall be submitted to the Tribe at 60%, 90%, and as final contract documents. Contractor shall respond to all questions that arise during WSDOT design review and obtain WSDOT Development Services Approval.
- **Construction Phase Authorization** – Contractor will develop and provide project documentation required by WSDOT for the preparation and issuance of a Construction Agreement from WSDOT’s Mountain Baker Area Development Services Group.
- **Pre-Construction Bid Process** – Contractor will prepare a complete project package suitable for advertisement. Including the development of construction schedules, engineer’s cost estimate, and WSDOT approved plans and specifications. Contractor will provide advertisement and bid support, including addressing questions that arise during the bid phase and prepare addendums. Contractor will provide an electronic copy of design plans as both AutoCAD files and PDF files, and the electronic copy of the design specifications provided in both Microsoft Word format and PDF format.

- **Construction Oversight and Support** – Consultant will work with the construction contractor to finalize project designs. Contractor will provide field engineering and oversight throughout construction to verify the process and final structure complies with the project specifications and permit requirements.

Contractor shall also identify in their proposal if there are any other items that they anticipate will need to be addressed in order to obtain permitting and advance the project to and through construction.

Contract Term – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract.

Minimum Qualifications of Personnel – The contractor shall meet appropriate minimum qualifications required by this project; including all necessary licenses and certifications.

Equipment Requirements - The contractor shall have and provide adequate office equipment and supplies to complete the work required by this project. Contractor shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required fieldwork and that meet or exceed WSDOT standards.

Quality Control/Assurance Measures – Contractor will have quality control measures in place to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Contractor shall be solely responsible for the professional quality, technical accuracy, and timely completion of its work. Tribal inspections and tests are for the sole benefit of the Tribe and do not relieve the Contractor of responsibility for providing adequate quality control measures.

Materials to be provided by the Tribe - Unless otherwise specified in the contract, the contractor shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each task order. Materials (if deemed applicable, necessary, and are available from the Tribe) that may be furnished or made available by the Tribe and where listed in the individual task orders and the contract, are for the contractor's use only and shall be returned at the end of the contact.

Work to be performed by the Tribe – The Tribe will serve as the contracts manager and the primary liaison with project partners and stakeholders. The Tribe will develop a communications plan for the project and form a steering committee consisting of project partners and WSDOT personnel to assist with project planning, review, and oversight. A Technical Advisory Committee will be created to provide technical input and guidance throughout the project. The Tribe will develop and finalize agreements with landowners for property access and post-construction project management.

Estimated Project Schedule

Phase 1. Preliminary Engineering

Pre-construction project management; Completion of Site Assessments; 60% PS&E Complete; Environmental Review and NEPA approval; and Certifications for Utility, Railroad and ROW. All tasks must be consistent with WSDOT Design and Standard Specifications and will be reviewed and approved by WSDOT Development Services. **(Completed by 5/31/2026)**

Phase 2. PS&E Development and Permitting

Pre-Construction project management; 90% PS&E Complete; Permit Submission, WSDOT Construction Phase Authorization; and Engineer's Construction Cost Estimate and Completed Construction Bid Package. All tasks must be consistent with WSDOT Design and Standard Specifications and will be reviewed and approved by WSDOT Development Services. **(Completed by 2/26/2027)**

Phase 3. Contractor Selection

Pre-Construction project management; Construction Contractor selected; Final project designs and specifications, signed and stamped plans; and Permitting Complete. **(Completed by 5/28/2027)**

Phase 4. Construction

Construction project management; Construction oversight and field engineering; Verification of substantial completion; and Open to Traffic. **(Completed by 07/31/2028)**

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposals. The intent of these guidelines is to assist the Contractor in preparation of their proposal, to simplify the review process, and to help assure consistency in format and content. Submissions should be no longer than ten (10) pages, not including resumes, project descriptions, or other appendices. Electronic submissions are required and responses should include the following sections:

1. Introductory Letter

The letter shall be on contractor letterhead and include the **Contractor's name, mailing address, telephone number, facsimile number, email address, Federal Employer Tax Identification number (or Social Security number), and Washington UBI number**. The letter will address the Contractor's understanding of the services requested, identify the name of the person who will be serving as contractor's Primary Contact for the proposal, any proposed subcontractors, and any other pertinent information the Contractor believes should be included.

An individual authorized to bind the contractor to the proposal shall sign the letter.

2. Consultant Information, Qualifications & Experience

The Tribe will only consider submittals from contractors that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years that include the following information:

1. Contracting entity
2. Contracting entity Project Manager
3. Contracting entity contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Contractor Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available, and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Work

1. Include a detailed Scope of Work Statement describing approach to perform project work and all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these,
 - b. Describe critical environmental issues and how you will address these,
 - c. Provide innovative considerations that could make this project more successful, and
 - d. How cost and schedule could be minimized.

5. Schedule of Work

Provide availability to commence performance of work and a detailed schedule for all phases of the project and the proposing contractor's services including time for reviews and approvals. The schedule shall meet the **Project Schedule shown in Appendix C**, however, expedited schedules are preferred with justification for timeline feasibility.

6. Conflict of Interest Statement

The proposing contractor shall disclose any financial, business, or other relationship with the Tribe that may have an impact upon the outcome of the contract or the construction project. The contractor shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing contractor shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

7. Litigation

The proposing contractor shall disclose if involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Indicate if the proposing contractor has any issues with the general terms and conditions of the **Sample Contract Agreement included as Attachment 3**.

A contract will not be awarded without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

9. Federal-Aid Provisions

The proposing contractor's services are federally funded, which necessitates compliance with additional requirements. Contractor agrees to comply with all provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, including federally required procurement procedures. As well as all applicable requirements of the *General Terms and Conditions under the Fiscal Year 2023 Raise Program FHWA Projects* (<https://www.transportation.gov/sites/dot.gov/files/2023-06/raise-fy2023-fhwa-general-terms-and-conditions-20230623.pdf>).

Contractor will represent and warrant that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, 2 CFR Part 180.

Contractor will also provide Byrd Anti-Lobbying Certification (**Attachment 2**) for contracts in excess of \$100,000 under 2 CFR §200 Appendix II(I) and by inclusion, 45 CFR Part 93.

10. Cost Proposal

Proposals for **Red Cabin Creek Wildlife Overpass** must include an itemized cost proposal for services described in the Scope of Work, and Project Phases listed below:

Phase 1. Preliminary Engineering (consistent with WSDOT Design and Standard Specifications)

- Site assessments
- 60% PS&E complete
- Environmental permitting/NEPA approval
- Certifications for utility, railroad, and ROW

Phase 2. PS&E Development and Permitting (consistent with WSDOT Design and Standard Specifications)

- Pre-construction project management
- 90% PS&E complete
- Permit submission
- WSDOT construction phase authorization
- Engineer's construction cost estimate and completed construction bid package

Phase 3. Contractor Selection

- Pre-construction project management
- Construction contractor selected
- Final project designs and specifications
- Signed and stamped plans
- Permitting complete

Phase 4. Construction

- Construction project management
- Construction oversight and field engineering
- Verification of substantial completion and Open to Traffic

In order to assure that the Tribe is able to acquire professional services based on the criteria set forth in the Brooks Act, the proposal shall include a cost proposal for each phase of the proposal. Additionally, each cost proposal must include the following information:

- A schedule of the hourly rates for each member of the proposed project staff
- A cost reimbursement schedule, including an explanation of any overhead or other costs to be charged as part of the project
- Itemization of costs for each of elements by personnel, supplies, travel, materials, contractual and other expenses as appropriate

APPENDIX B – PROPOSAL EVALUATION**Evaluation Process**

All proposals will be evaluated by the Tribe's Selection Committee (Committee). The Committee may be composed of Tribal staff, project partners, and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Tribe's Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Tribe's requirements as set forth in this RFP.

Upon acceptance of a cost proposal and successful contract negotiations, the Committee will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	25
3	Organization & Approach	25
4	Scope of Services to be Provided	20
5	Schedule of Work	15
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
9	Mandatory Site Visit	Pass/Fail
	Subtotal:	100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be returned within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (25 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-contractors to conduct engineering services for Washington State Department of Transportation projects and both federal and nonfederal-aid projects.

3. Organization & Approach (25 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Tribe's needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team

- i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
- ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with Tribe
 - i. Team and its leaders have experience working with Tribes and knowledge of federally funded procurement process.
 - ii. Team leadership understands the nature of the Tribe's work and its decision-making process.

4. Scope of Services to be Provided (20 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (15 points)

- a. Schedule shows completion of the work within or preferably prior to the Tribe's overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business, or other relationship with the Tribe that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

- a. A statement confirming local presence or addressing firm's ability to establish an office within the County, State, or surrounding area.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies or entities you currently or have previously consulted for in the past three (3) years.

9. Mandatory Site Visit (Pass/Fail)

- a. Participation at the stated time and location and inspection of the physical location of the project.

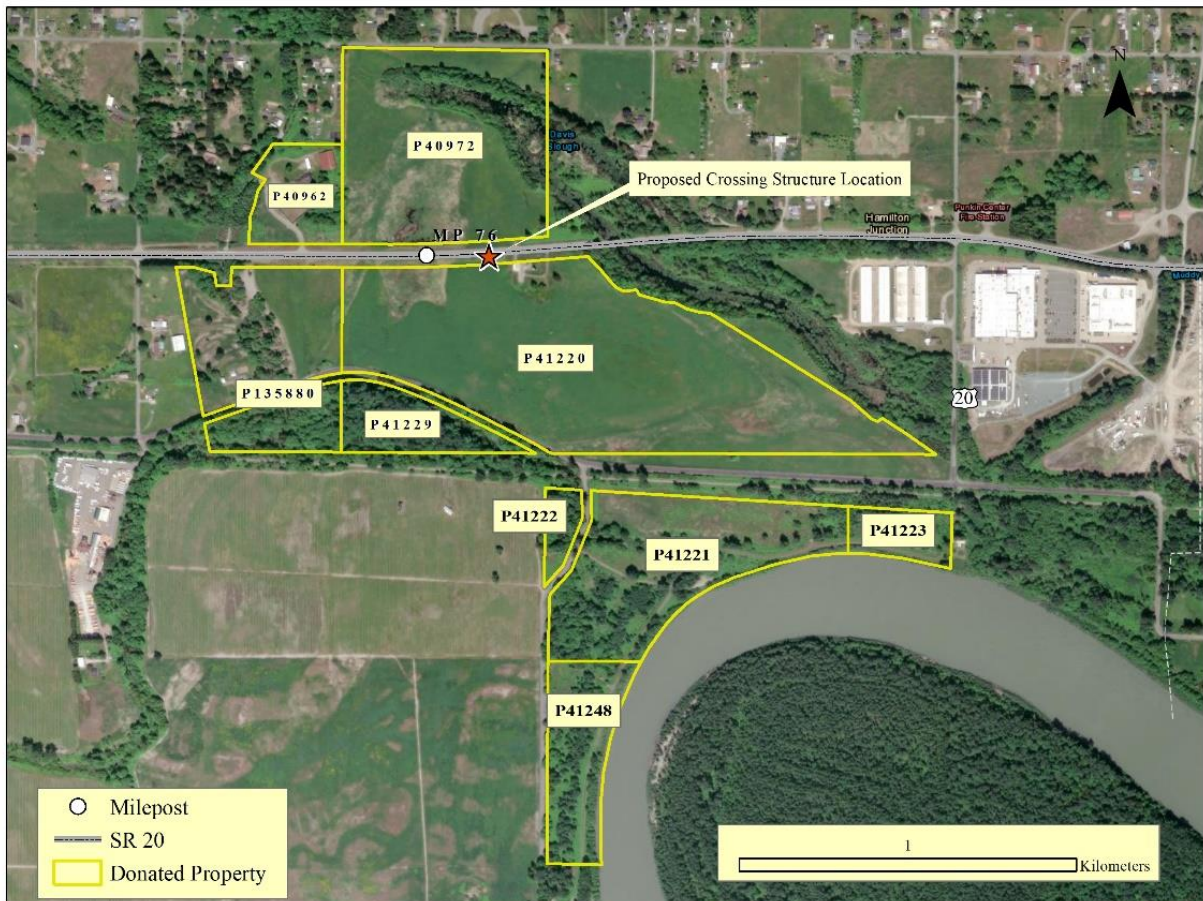
Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		25	
3	Organization & Approach		25	
4	Scope of Services to be Provided		20	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Mandatory Site Visit	N/A	Pass/Fail	Pass/Fail
Total:			100	

APPENDIX C – ESTIMATED PROJECT SCHEDULE

Project Schedule Phase	Completion Date
Preliminary Engineering (consistent with WSDOT Design and Standard Specifications) <ul style="list-style-type: none"> • Project Site assessments • 60% PS&E complete • Environmental permitting/NEPA approval • Certifications for utility, railroad, and ROW 	5/31/2026
PS&E Development and Permitting (consistent with WSDOT Design and Standard Specifications) <ul style="list-style-type: none"> • Pre-construction project management • 90% PS&E complete • Permit submission • WSDOT construction phase authorization • Engineer's construction cost estimate and completed construction bid package 	2/26/2027
Contractor Selection <ul style="list-style-type: none"> • Pre-construction project management • Construction contractor selected • Final project designs and specifications • Signed and stamped plans • Permitting complete 	5/28/2027
Construction <ul style="list-style-type: none"> • Construction project management • Construction oversight and field engineering • Verification of substantial completion and Open to Traffic 	7/31/2028

ATTACHMENT 1 – LOCATION MAP



Project Address: 33496 State Route 20, Sedro-Woolley, WA.

Nearest Mile Marker: MP 76

Mandatory Site Visit: 1:30 pm PDT, September 12, 2024

Driving Directions:

Southbound i-5: Head south on I-5 S. Take Exit 232 for Cook Rd towards Sedro-Woolley. Turn left and proceed East on Cook Rd for 4.2 miles. At the traffic circle, take the 2nd exit and stay on Cook Rd. After approximately 0.1 miles, at the traffic circle, take the 2nd exit onto Borseth St and Continue onto W Moore St. At the Traffic Circle, continue straight onto State Route 20 E/Moore St. Proceed approximately 10.7 miles East on State Route 20 and your destination will be a paved lot near a silo on your right.

Northbound i-5: Head North on I-5 S. Take Exit 230 towards Burlington. Turn right onto WA-20 E/Avon Cutoff and proceed approximately 0.2 miles. Turn left onto S Burlington Blvd and travel approximately 0.4 miles. Turn Right onto State Route 20 E/Avon Ave and proceed East for 4.8 miles. At the traffic circle, continue straight onto Borseth St and continue onto W Moore St. At the Traffic Circle, continue straight onto State Route 20 E/Moore St. Proceed approximately 10.7 miles East on State Route 20 and your destination will be a paved lot near a silo on your right.

ATTACHMENT 2 – BYRD CERTIFICATION

Contractor/Sub-Contractor Letterhead

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20 _____

By: _____
(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)

ATTACHMENT 3 – EXAMPLE CONTRACT

**CONTRACT
FOR GOODS AND/OR SERVICES**

This Contract is entered into within the Stillaguamish Tribe of Indians, Indian Country, this ___ day of _____, between _____, with a principal place of business at _____ hereafter referred to as the “Contractor”, and the Stillaguamish Tribe of Indians, a federally-recognized sovereign Tribe (hereafter “Tribe”), located within the Indian Country of the Stillaguamish Tribe of Indians, Arlington, Washington. This Contract consists of this written agreement and all attached “Contract Documents” described in Section 7 of this Contract.

1. Description of Goods and/or Services

Contractor shall provide the goods and/or services described in the attached “Exhibit A”, in accordance with this Contract and Contract Documents.

2. Contract Price

2.1 The Tribe agrees to pay Contractor for the goods and/or services the price described in “Exhibit A.” Payment of this amount is subject to additions or deductions in accordance with the provisions of this Contract.

2.2 Payment shall be as set out in Section 3 of this Contract.

3. Method of Payment

3.1 The Tribe shall make payments to Contractor on the following basis (select one option):

_____ Option 1: 100% upon delivery of conforming goods and/or services.

_____ Option 2: In accordance with the payment schedule attached as “Exhibit B”.

3.2 Any payment to be made under either Option 1 or Option 2 above may be withheld if:

3.2.1 The goods and/or services are found to be defective and the defect is not remedied;

3.2.2 In the opinion of the Tribe, Contractor’s performance is not consistent with the terms of this Contract; or

3.2.3 Contractor fails to comply with any applicable law or regulation, or to pay any applicable tax, fee or license.

4. Claims

4.1 By making payment, the Tribe waives all claims except those arising out of:

- 4.1.1 Faulty goods and/or services appearing after delivery or completion;
- 4.1.2 Goods or services that do not comply with the Contract documents;
- 4.1.3 Outstanding claims of liens;
- 4.1.4 Failure of Contractor to comply with any special guarantees or warranties required by the Contract Documents.

4.2 Contractor, by accepting payment, waives all claims against the Tribe as to those goods and/or services except those that he or she has previously made in writing, and which remain unsettled at the time of acceptance.

5. Starting and Completion Dates

This Contract shall be effective upon execution by both parties, and shall automatically terminate on (insert date here) unless renewed or extended in writing by both parties.

6. Default and Termination

6.1 This Contract may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of this Contract. The non-defaulting party shall give the defaulting party ten (10) days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Contractor, the Tribe may, pursuant to Section 3 of this Contract, withhold any portion of the Contract Price still owing at the time of the default.

6.2 The Tribe may also terminate this Contract for its convenience without cause. Should the Tribe elect to terminate under this subsection 6.2, the Tribe shall give the Contractor written notice of the termination, which shall be effective immediately upon receipt, or three days after mailing, first-class, postage prepaid, whichever comes first, unless a later termination date is given. The Tribe shall pay for all goods and/or services properly provided up to the effective date of the termination. Contractor shall have no additional rights against the Tribe except for the payment provided under this subsection 6.2.

7. Contract Documents

The Contract Documents on which the Contract is based are as follows: this Contract, together with such supplementary agreements and conditions as are attached to this Contract, and which are labeled as Exhibits to this Contract. The Contract Documents together form the Contract for the goods and/or services herein described. In the event of a conflict between this Contract and any document attached to it, the terms of this Contract govern.

8. Contract Officer

8.1 _____ is the designated Contract Officer (CO) for the purpose of this Contract and shall provide general administration of the Contract as the Tribe's representative.

8.2 _____ is Contractor's representative for this Contract, and shall be responsible for the performance of this Contract, and shall have signature authority for the Contractor for all matters related to this Contract.

9. Responsibilities of Contractor

Contractor's duties and rights in connection with the project herein are as follows:

9.1 Payment of Taxes, Procurement of Licenses and Permits: Contractor shall pay any applicable tribal, federal, state, and local taxes required by law in connection its performance under this Contract and shall secure all necessary licenses and permits, paying the fees therefore.

9.2 Compliance with Laws and Regulations: Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of this Contract. If any of the Contract Documents are at variance therewith, he or she shall notify the Contract Officer promptly upon discovery of such variance.

9.3 Responsibility for Negligence of Employees and Subcontractors: Contractor assumes full responsibility for acts, negligence or omissions of all its employees under this Contract, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it.

9.4 Warranty of Fitness of Goods and/or Services: Contractor represents and warrants to the Tribe that goods and/or services provided under this Contract will be of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that all goods and/or services that are not so in conformity are defective.

9.5 Indemnity and Hold Harmless Agreement: Contractor agrees to indemnify and hold harmless the Tribe, and its entities, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from Contractor's goods and/or services as set out in this Contract. Such expenses include reasonable attorneys' fees if it is necessary for the Tribe to commence or defend an action arising out of or associated in any way with Contractor's performance of this Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or in part by Contractor's negligent act or omission, or that of Contractor's subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable.

10. Jurisdiction and Venue; Applicable Law; Sovereign Immunity

10.1 Contractor and Tribe agree that the sole and exclusive jurisdiction over any disputes arising out of this Contract shall be in the Stillaguamish Tribe of Indians Tribal Court.

10.2 Any dispute shall be determined under the laws of the Stillaguamish Tribe of Indians.

10.3 Nothing herein shall be deemed to waive the sovereign immunity of the Stillaguamish Tribe of Indians, or its officers, directors, enterprises, agents, or employees.

11. Independent Contractor

It is understood that the Contractor is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Tribe harmless from the consequences of any act or omission of whatever kind or nature of Contractor or its employees or agents of whatever kind. Contractor shall not have any right as an employee of the Tribe, and no employee-employer relationship is established by this Contract. Further, the Contractor is responsible for reporting this income to the applicable federal and/or state agencies. The Contractor is responsible for all taxes associated with this income.

12. Federally Funded Projects

By signing this Agreement with the Tribe, the Contractor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Excluded Parties List System, now maintained on the System for Award Management website at: <https://www.sam.gov>

The Contractor (prospective lower tier participant) shall provide immediate written notice to the Tribe if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

13. Wages and Job Safety

The Contractor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. Further the Contractor agrees to comply with the provisions of the Davis-Bacon Act as required, and any other applicable federal or Tribal laws.

14. Records

Contractor will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Contractor can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Contract.

15. Certification of Non-Segregated Facilities

By signing this Contract, Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of Contractor's establishments, and that Contractor's employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained. Contractor agrees that failure to abide this certification is a breach of this Contract.

16. Non-Discrimination

Contractor shall comply with Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 2000d-1) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Entire Agreement; Amendments

This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Contract may be modified only in writing with the written consent of both Parties.

18. Severability

If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.

19. No Partnership

This Contract does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Tribe's behalf.

20. Assignment

(Check applicable provision.)

_____ Either Contractor or the Tribe may assign or subcontract any rights or obligations under this Contract.

OR

_____ Contractor may not assign or subcontract any rights or obligations under this Contract without the Tribe's prior written approval.

21. Tax Exemption

The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. Contractor is eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. Contractor shall comply with WAC 458-20-192 to perfect the exemption from state taxation.

22. Execution

(Check applicable provision.)

___ The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

OR

___ This Agreement shall be executed in duplicate originals, with each party retaining one fully executed duplicate original of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract within the Stillaguamish Tribe of Indians, Indian Country, Arlington, Washington, on the date herein indicated.

DATE: _____

THE STILLAGUAMISH TRIBE OF INDIANS

By: Eric White
Title: Chairman
Address: 3322 236th St. NE
Arlington, WA 98223
Telephone: (360) 572-3010
Email: ewhite@stillaguamish.com

DATE: _____

By:
Title:
Address:
Telephone:
Email:
Facsimile:
Taxpayer I.D.: _____

EXHIBIT A

**DESCRIPTION OF GOODS AND/OR SERVICES
AND PRICE**

SCOPE OF WORK

EXHIBIT B

PAYMENT SCHEDULE

Billings and Payment. Invoices for Contractor services may be submitted, either on completion of such services or on a monthly basis. Invoices are payable upon receipt of the invoice. Fees for services (compensation and expenses) will not exceed _____ without prior written authorization.

Exhibit C

**Addendum to
Contract for Goods and/or Services**

In consideration of the mutual advantages to be gained thereby, the Tribe and Contractor agree to the following changes or amendments to the Contract for Goods and/or Services dated _____, 20__.

Optional Changes and Amendments
(Both parties must initial all that apply.)

____ The term of the Agreement is extended to end no later than _____, 20__.

____ The services to be performed by Contractor under the Agreement shall be amended as follows:

____ The Contractor shall perform the following services in addition to those under the original Agreement: _____

_____.

____ The Contractor shall perform all of the services under the original Agreement except
____ that the Contractor shall not perform the following services: _____

_____.

____ The Contractor's compensation shall be adjusted as follows, to be paid in accordance with the
____ terms of the original agreement:

____ The Contractor's compensation shall be increased by \$ _____ to a total of \$ _____.

____ The Contractor's compensation shall be reduced by \$ _____ to a total of \$ _____.

____ The following changes or amendments to the Agreement shall become effective on

_____, 20__ : _____

_____.

*****These amendments are not effective until executed by both parties with required approvals on the following page.**

The Stillaguamish Tribe of Indians:

Contractor: _____

By: _____
Title: _____
Date: _____
Telephone: _____
Facsimile: _____

By: _____
Title: _____
Date: _____
Telephone: _____
Facsimile: _____

Contract Officer Approval:

Contractor's Representative Approval

By: _____
Date: _____

By: _____
Date: _____

Legal Department Review (approved as to form only):

By: _____
Date: _____