

RFP for Fisherman/Woman Memorial Monument

The Quinault Nation Enterprise Board (QNEB) is pleased to present a Request for Proposal for artists to prepare a design concept, construction timeline, and installation plan for a memorial monument to honor Quinault Fishermen lost on the rivers or sea. The Lower Village of Taholah has been located at the mouth of the Quinault River and Pacific Ocean since time immemorial. Navigating the waters within and around the Quinault reservation is tradition passed down for millennia. It is fitting to establish a memorial monument to those lost on the waters.

Proposals are due May 15th, 2018 by 5pm to Melinda Polk, Quinault Nation Enterprise Board Executive Assistant. Submit proposals at 807 Fifth Avenue, Suite 4, Taholah. A portfolio of previous major works by the artist is required in addition to the design concept, construction timeline, and installation plan. Previous work must include a minimum of three outdoor installations of artists work.

Request for Proposals: Fishermen/Women Memorial Monument

The Quinault Nation Enterprise Board (QNEB) is pleased to present a Request for Proposal to design, construct, and install a Fisher Memorial Monument.

Chosen artists will have the opportunity to render their design in various media (metal, glass, paint, wood, etc.) and will create molds, casts, and/or vector images (computer files) used to produce the memorial monument.

The artist will deliver a design concept, construction timeline, and installation plan for the creation and installation of the monument. The artist will grant QNEB an exclusive copyright to all works created by the artist for this project, including all reproduction rights. No design previously purchased by the QNEB or QIN is eligible for submission. All molds and other forms created as part of the project will become the property of the QNEB. Prototypes created for this project in media other than wood or paper (i.e. sketches and paintings) and final installations will become the property of QNEB. All labor and materials for creation of final art and installation of memorial is covered as part of this RFP

This RFP require a flat rate bid with itemized budget, conceptual drawings and/or model, construction timeline, installation plan, and list of any artists who will work on the project. All submissions must include a portfolio of previous work, which includes a minimum of three examples of an outdoor installation of the artist's work.

Design Timeline

It is anticipated that the selection process will be completed by the end of May 2019.

Evaluation Criteria and the Selection Process

The basis of the award will be to the respondent receiving the most points based on the following criteria:

- Qualifications/Experience of Artist as demonstrated in submitted portfolio 40 Pts
- Design Aesthetics 60 Pts

The Quinault Indian Nation's Indian Preference Policy applies to this contract. Respondents must not have been suspended or debarred by the federal government.

The successful applicants will sign the attached Independent Contractor Agreement with the QNEB, sign a Certification and Debarment Form, provide a W-9, submit certifications of required insurance coverage, and obtain a Quinault Indian Nation business license and all firms/subcontractors doing work on the Quinault Reservation shall obtain a Quinault Indian Nation business license. The Quinault Tribal Employment Rights Ordinance (TERO) applies and a fee may be assessed.

The QNEB reserves the right to accept or reject all or part of the proposal, or to decline the whole proposal/bid, and to negotiate with the respondents to ensure QNEB receives the appropriate deliverables within the required timeframe. Proposals become the property of the QNEB.

If you should have any questions please contact Melinda Polk, QNEB Executive Assistance, Melinda.polk@quinault.org, 360-276-4176.

QUINALT NATION ENTERPRISE BOARD

Contract No. _____

CONTRACT

This Contract is entered into this ____ day of _____, 2____, by and between the Quinault Nation Enterprise Board, P.O. Box 720, 807 5th Avenue Suite 4, Taholah, WA 98550, a wholly owned enterprise of the Quinault Indian Nation, hereinafter called "QNEB", and _____ hereinafter called "Contractor".

I. Scope of Contract

A. The Contractor agrees to perform the services and scope of work described in the attachments to this Contract, which shall consist of the contract documents. The attachments are incorporated into this Contract and made part of this Contract.

B. The QNEB and/or Contractor may request modifications to this Contract. Such modifications shall not be binding on either party unless in writing and signed by both.

C. Supplemental Conditions or modifications to the contract documents, if any, are incorporated into this Contract and are made part of this Contract.

D. All provisions required by law to be inserted in the Contract shall be deemed to be inserted herein. This Contract shall be automatically amended to insert such provisions required by law that may become evident to either the QNEB or the Contractor.

II. Duration of Contract

A. The Contractor shall commence services on the ____ day of _____, 2____. This Contract shall terminate on the date specified in the attached contract documents or until the services are satisfactorily performed if the contract documents do not specify a termination date. Any extension of the specified date of termination shall be at the sole option of the QBRC. An extension, if allowed, must be granted prior to the original termination date.

B. The Contractor will not be liable for any delay or failure to perform its obligations where such delay or failure

is caused by fire, pestilence, natural disasters, labor disputes, war, civil commotion, delays or shortages; in materials or transportation (except those provided directly by the Contractor) governmental authority, or any other cause beyond reasonable control of the Contractor.

III. Payment

- A. The QNEB agrees to pay Contractor in accordance with the terms in the attached contract documents, provided that the maximum payment shall not to exceed \$_____. The QNEB will only pay for satisfactorily completed work. The QNEB Contract Officer shall determine if the Contractor's work is satisfactory.
- B. The QNEB will retain ten per cent (10%) from each periodic payment or if there are no periodic payments form the final payment until:
1. All contract work has been satisfactorily completed;
 2. Contractor provides satisfactory documentation showing proof of payment of all applicable governmental obligations and to all subcontractors or suppliers;
 3. Contractor provides a complete release of all liens arising out of this Contract covering all labor, material or equipment for which a lien could be filed;
 4. Contractor submits satisfactory As-Built drawings and Operation and Maintenance Manuals and;
 5. Contractor completes the QNEB punch list to the contract officer's satisfaction.
- C. Contractor shall reimburse QNEB all monies it pays in discharging any liens, including costs and attorney fees.
- D. QNEB shall make periodic payments, if such payments are specified in the contract documents, and shall make those and all other payments within _____ days after the QBRC receives Contractor's Invoice. The Contract Officer will inspect the work and authorize payment or disallow payment of the invoice based on a finding the work does not conform to the contract documents _____ days after QBRC receives Contractor's invoice. If the Contract Officer disallows payment, Contractor and the Contract Officer shall determine what steps Contractor will take to come to cure the nonconformity.
- E. Payments due and unpaid, except the for the amount retained under Subsection III B. above, shall bear interest from the date payment is due at the legal rate prevailing from time to time where the project is located.
- F. If required by the Contract Officer, the Contractor shall furnish a performance bond and a payment bond in an amount

required by the Contract Officer. The performance bond and the payment bond may be in one or in separate instruments.

- G. Payment by the QNEB does not constitute a waiver of claims that become evident after payment. Acceptance of final payment by the Contractor constitutes a waiver of all claims by the Contractor.

IV. Contractor's Obligations

- A. The Contractor shall provide the Contract Officer with Progress Reports if such reports are required in the contract documents.
- B. After commencement of this Contract the Contractor shall not enter into subcontracts, not already identified in the contract documents, for any work contemplated under this Contract without first obtaining written approval of the Contract Officer, incorporated as a modification to this Contract. All subcontracts shall be subject to the same conditions and provisions as the Contract.
- C. Unless otherwise agreed to in writing by the Contract Officer and the Contractor, Contractor shall, without additional expense to the QNEB, obtain all required licenses and permits necessary to execute the scope of work. Contractor shall file all required notices, prepare and file all required returns for, and pay when due, all applicable taxes on any operations under this Contract.
- D. When working at the QBRC the Contractor shall comply with all applicable federal, state, local and Quinault Tribal laws, including but limited to, the Quinault Indian Nation's Employment Rights and Business License Ordinances. All Quinault licenses and permits required must be obtained prior to commencing work under this Contract. Contractor shall indemnify and hold the QNEB harmless from any and all costs, liabilities, or obligations by reason of the failure of the Contractor or his employees, agents, subcontractors, or assignees to comply with those laws.
- E. Contractor shall obtain before commencing work, and maintain in full effect until completion of all work, insurance from claims for damages because of bodily injury or death and claims for damages (other than to the work itself) to property which may arise out of or a result of Contractor's operations under this Contract, whether such operations are conducted by the Contractor or a subcontractor or any person employed directly or indirectly by either of them. Contractor shall furnish Certificates of Insurance evidencing these coverages. Contractor shall require its insurance carriers to give the

QNEB at least thirty (30) days written notice prior to any reduction or cancellation of coverage, and failure of any carrier to give such notice will be considered a default by the Contractor.

- F. Contractor shall defend, indemnify, and hold harmless the QNEB and the Quinault Indian Nation and their employees against all loss, damage liability, claims, demands, or costs arising in connection with this Contract. If the QBRC so elects, Contractor shall reimburse the QBRC for all costs reasonable incurred to defend against such claims through attorney of the QBRC's choice.
- G. The Contractor shall not assign its rights under this Contract without first obtaining the QNEB's written approval.
- H. The Contract Officer shall be allowed to observe any work done by the Contractor covered by this Contract.
- I. The Contractor will maintain at the work site one copy of all contract specifications, including all modifications, if any.
- J. If any work must be corrected to bring it into compliance with this Contract, the expenses of such work shall fall to the Contractor and shall not be cause for a modification unless the correction is necessitated by a modification of the Contract requested by the QNEB.
- K. Contractor warrants all work, labor and materials supplied by Contractor are free from defects not inherent or permitted and shall promptly cure any defect at the written request of the QNEB and without any additional costs. This warranty shall expire one (1) year from the date Contractor receives final payment.

V. QNEB Obligations

- A. The QNEB shall appoint a Contract Officer who shall be authorized to perform the duties and responsibilities of the Contract Officer as identified in this Contract, provided the Contract Officer or QBRC may designate a person or entity to perform specific duties and responsibilities in whole or in part. The Contract Officer or designee shall be the representative of the QNEB in all dealings with the Contractor under this Contract.
- B. QNEB shall defend, indemnify, and hold harmless Contractor and its employees against all loss, damage liability, claims, demands, or costs arising in connection with this Contract which is the result of any negligent or intentional act or omission by its employees or agents.

- C. The Contract Officer will identify for Contractor the applicable Quinault Indian Nation laws, rules or regulations and shall provide Contractor a copy of same upon Contractor's written request.

VI. General Conditions

- A. The Contractor is not an agent of the QNEB or the Quinault Indian Nation nor authorized to obligate either. The Contractor is an independent operator and there is no employer/employee relationship with the QBRC or Quinault Indian Nation.
- B. Any notice provided under this Contract may be served personally or by certified U.S. Mail addressed to the party to be served at the address above or another address previously designated in writing to the other party for the purpose of notice.
- C. The parties deem the negotiation and execution of this Contract to have occurred within the Quinault Indian Reservation or lands under the jurisdiction of the Quinault Indian Nation and any interpretation hereof shall be in accordance with the laws of the Quinault Indian Nation. The Quinault Tribal Court shall have jurisdiction over all actions arising under this contract or reasonably related to this Contract and Contractor consents to personal jurisdiction in the Quinault Tribal Court over all matters related to this Contract.
- D. It is acknowledged by the parties that prior contracts may or do exist between the parties. The parties agree that this Contract is deemed to be separate and distinct and in no way shall affect any other contract.

VII. Termination of Contract

- A. The Contract Officer may immediately suspend operations under this Contract by written notice of any default or nonconformity with the scope of work. Suspension shall continue until the Contract Officer certifies in writing that the default is remedied, or the nonconformity is cured. Failure by the Contractor to perform any term or condition under this Contract shall constitute a default.
- B. Any time after seven (7) days from the suspension notice, if Contractor is still in default or has failed to cure the nonconformity, the Contract Officer may terminate all rights of the Contractor under this Contract.
- C. Any failure of the Contract Officer to suspend or terminate this Contract in case of default or nonconformity shall not

waive the Contractor's obligation to perform strictly in accordance with this Contract.

IX. Dispute Resolution

- A. The Contract Officer and Contractor shall attempt to resolve conflicts and disputes at the earliest opportunity. If they are unable to resolve disputes on an informal basis they will engage in mediation in good faith, with each party equally sharing the costs of mediation. The mediator shall be a neutral person mutually agreed to by the parties and if no such agreement can be reached, the parties shall use the services offered by a mediation service selected by the QBRC. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.
- B. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith.
- C. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the matter will be submitted to the Judicial Arbitration and Mediation Services (JAMS) pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS in effect at that time. Arbitration proceedings shall be held in Olympia, Washington or a mutually agreed upon location, before a sole arbitrator. If necessary, orders to compel arbitration, enforce an award of an arbitrator, or provide for any necessary remedies in aid of arbitration may be sought from the Quinault Tribal Court. The arbitrator shall, in the award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The decision of the arbitrator shall be final.

CONTRACTOR

TITLE: _____

QNEB

TITLE: _____

CONTRACT OFFICER

QUINAULT INDIAN NATION INDIAN PREFERENCE POLICY FOR CONTRACTS

The following policy applies to the Contract to be awarded pursuant to this Request for Bid:

- (a) (1) Preference is given to Native American Owned Businesses (NAOBs) for Contracts not using federal funds in the following order of preference:
- i. Members of the Quinault Indian Nation
 - ii. Spouses, parent of a Tribal member child, biological child born to an enrolled Quinault Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a person in a domestic partner relationship with a Tribal member, provided that the couple lives in the same house and have children together.
 - iii. Other Natives/Indians, including Alaska Natives, Hawai'ian Natives and members of Canadian First Nations.
- (2) Preference is given to NAOBs for Contracts using federal funds in the following order of preference:
- i. Local Indians. (A Local Indian is any member of a federally recognized tribe who resides either within the exterior boundaries of the Quinault Indian Reservation or within 60 miles of the Reservation.
 - ii. Indians who are not Local Indians.
- (b) The Quinault Indian Nation Tribal Employment Rights Office (TERO) certifies NAOBs according to Quinault Indian Nation Title 97.
- (c) It is in the best interest of the Quinault Indian Nation to contract with NAOBs whenever practical. If more than one NAOB has submitted a bid or proposal that is within the cost differential table below, the same order of preference in subsection (a) above shall be applied.
- (d) If the lowest bid or price by a NAOB is within the cost differential in the table below, when compared with the lowest bid or price by a non-Indian Contractor, then the NAOB shall have the opportunity to match the overall lowest bid or price:

PROCUREMENT VALUE COST DIFFERENTIAL

\$5,000.00 OR LESS	15%
\$5,001.00 OR MORE	10%

If there are two or more NAOBs who submitted bids within the cost differential allowing a match, the NAOB closest to the lowest bid will be provided the opportunity to match the bid. If he/she declines, then the NAOB with the next closest bid shall be offered the

opportunity to match the bid, and so on. If there are identical bids by NAOBs within the cost differential allowing a match, the Grants and Contracts Officer will flip a coin with the Contract Officer witnessing the coin flip to determine which of the NAOBs with identical bids can match the lowest bid.

- (e) If any portion of this Indian Preference policy is in conflict with applicable federal law, the applicable federal law will overrule the policy.
- (f) Every Employer with a Construction Contract, in the sum of \$10,000.00 or more, or more than one Contract in a 12-month period and the aggregate sum of those contracts is \$10,000.00 or more, shall pay a one-time fee of 1.75 percent of the total amount of each Contract. Such fee shall be paid by the Employer prior to commencing work On or Near the Reservation. However, where good cause is shown, the Manager may authorize a Construction Employer to pay said fee in installments over the course of the Contract.
- (g) Every other Employer, other than Construction Employers, with five or more Employees working on the Reservation, or with gross sales or income on the Reservation of \$10,000.00 or more shall pay a quarterly fee of 1.75 percent of the gross quarterly payroll for those Employees Engaged in Work on the Reservation, which shall be paid within 30 calendar days after the end of each quarter. This fee shall not apply to education, health, governmental or nonprofit Employers, nor to utilities franchised by the Quinault Indian Nation.