



**THE TULALIP TRIBES OF WASHINGTON (TTW)
REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)**

**Construction Manager at Risk (CMAR) Services
Battle Creek Hatchery and Lower Tulalip Creek Hatchery Upgrade Program**

Sam Davis, Chief Operating Officer
Tulalip Tribes of Washington

ISSUED: Tuesday, October 13, 2026

DUE BY: 3:00 PM PT, Wednesday, November 25, 2026



Table of Contents

1. Introduction	3
2. Background	3
3. Anticipated Tulalip Project Team	4
4. Project Scope	5
Trade Package Procurement	5
Self-Performed Work	5
Required Construction Phase General Conditions Staffing	5
5. TERO / Indian Preference Requirements	6
6. RFQ/P and Project Timeline	7
RFQ/P Timeline	7
Program Timeline	7
7. Proposal Guidelines	7
Minimum Qualifications	8
Federal Funding Requirements	9
Mandatory Pre-Proposal Meeting	10
Questions, Addenda, and Communications	10
Organizational Conflict of Interest	10
Debriefs and Protests	10
Reservation of Rights	10
8. Submission of Proposal	11
9. Proposal Content and Evaluation Criteria	11
Fee & General Conditions Proposal	12
Interviews	13
10. Exhibits	13



1. Introduction

The Tulalip Tribes are the Federally recognized successors in interest to the Snohomish, Snoqualmie, and Skykomish Tribes and the other allied Tribes and bands that signed the 1855 Treaty of Point Elliott. Organized under the 1934 Indian Reorganization Act, Tulalip is a sovereign Tribal government whose permanent homeland is the Tulalip Reservation in Snohomish County, Washington. Salmon have long sustained the peoples of the Snohomish basin, and the right to fish for them, secured by the Treaty, remains central to Tulalip's culture and economy.

The Tulalip Tribes of Washington (TTW or “Tulalip”) is currently accepting qualifications and proposals for Construction Manager at Risk (CMAR) services for the Battle Creek Hatchery and Lower Tulalip Creek Hatchery upgrade program (the “Program”), which consists of the construction at two of the salmon hatcheries operated by the Tulalip Natural Resources Department. The Program will expand, update, and modernize two facilities that were built more than forty years ago.

At Battle Creek, the Program adds a new incubation building with staff facilities, new well and surface water supplies, circular rearing tanks and early rearing troughs, improved fish release systems, and water reuse and effluent treatment, so that chum and other salmon can be reared from egg to release on site. At Lower Tulalip Creek, it rebuilds the rearing pond, adding a sorting raceway and adult salmon spawning and holding facilities, water reuse and oxygen supplementation, predator exclusion, and stormwater and effluent treatment.

Tulalip intends to award a single, integrated Program CMAR contract covering both facilities, with construction proceeding concurrently at both sites. The estimated construction cost is approximately \$39,000,000. This RFQ/P solicits the Construction Manager at Risk (the “Construction Manager” or “CM”) who will provide preconstruction and construction phase services for the Program under AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by Tulalip and Tulalip's Supplementary Conditions (see Exhibits A.1 through A.4). Tulalip is using a single step process: qualifications and the proposal are submitted together and evaluated together.

2. Background

Tulalip's hatcheries are the foundation of its salmon fisheries. Hatchery fish have made up 90 to 100 percent of the Tribes' Chinook, coho, and chum harvest over the last twenty years, and releases from the Tulalip hatchery program have averaged roughly 6.8 million fish per year since 2000. Battle Creek and Lower Tulalip Creek are part of that program, and their modernization is long overdue.

The Program reflects over a decade of sustained work by the Natural Resources Department, including a test well and groundwater supply study, conceptual design reports and alternatives analyses for both facilities, geotechnical investigations, environmental permitting, and design development through completion of Construction Documents, together with the assembly of federal, state, and Tribal funding, including the BIA/IRA hatchery modernization award of November 2025. The Program is funded in part by the Bureau of Indian Affairs and National Oceanic and Atmospheric Administration Hatchery Maintenance and Modernization Program through a Construction Project Addendum to Tulalip's Self-



Governance Funding Agreement, and by other Bureau of Indian Affairs and Tribal funds. Federal requirements therefore apply to the work (see Section 7).

Design was started by Stantec Consulting Services and continued by McMillen. The Engineer of Record for the Program is David Whitbeck, who held that role at both firms. The Construction Documents for both Battle Creek Hatchery and Lower Tulalip Creek Hatchery are complete or near complete and are provided as Exhibits D and E. Each facility carries a Class 3 Opinion of Probable Construction Cost (OPCC), summarized in Exhibit F. Federal and Tribal environmental permitting is essentially complete at both facilities.

Tulalip plans to engage a local Owner's Representative to administer the Program on Tulalip's behalf, including the Construction Manager's day-to-day oversight through preconstruction, construction, and closeout. Once engaged, the Owner's Representative will be the Construction Manager's primary point of contact for the Program, as described in Section 4. Until then, communications about this RFQ/P are handled as described in Section 7.

3. Anticipated Tulalip Project Team

The following Tulalip staff, departments, and consultants are anticipated to be the Construction Manager's primary points of contact for the Program. These roles are subject to change as the project develops.

Role	Name	Department / Notes
Owner's Representative	To be engaged	Local Owner's Representative firm; Program administration and day-to-day point of contact for the Construction Manager
Contracting Officer, Natural Resources Executive Director	Jason Gobin	Natural Resources Department
Natural Resources Project Manager	Mike Crewson	Natural Resources Department
Hatchery Enhancement Biologist	John Mahan	Natural Resources Department Consultant
Environmental Department Manager	Kurt Nelson	Permitting / 401 Certification point of contact
Cultural Resources Manager	Richard Young	Cultural Resources Department
TERO Liaison	[TO BE CONFIRMED]	TERO Office
Finance / Grants Administration Contact	[TO BE CONFIRMED]	
Engineer of Record	David Whitbeck (McMillen)	Design completion, submittal and RFI review, construction administration support
Procurement Contact	Jason Crain	Tulalip Administration; all communications about this RFQ/P (see Section 7)
Tulalip Legal Counsel	Tyler Eastman	Tulalip Tribes Office of Reservation Attorney



4. Project Scope

The scope of this engagement encompasses preconstruction services (final estimating, constructability review, trade package strategy, and Guaranteed Maximum Price (GMP) development from the Construction Documents); solicitation, evaluation, and buyout of trade subcontractor and vendor work; cost and schedule management; construction phase administration at both facilities concurrently; TERO and Tribal compliance; quality and safety management; and closeout and warranty administration.

The Owner is the Tulalip Tribes of Washington. The Natural Resources Department, the Owner's Representative, and the Anticipated Tulalip Project Team above administer the Program on Tulalip's behalf. The Construction Manager will coordinate day to day with the Owner's Representative on cost, schedule, procurement, and reporting matters; unless otherwise agreed, the Construction Manager will contract directly with Tulalip.

The contract will consist of the A133, the A201, Tulalip's Supplementary Conditions, and the other exhibits listed in the A133 (see Section 10).

Because the Construction Documents for both facilities are complete or near complete, the Construction Manager's preconstruction effort is focused on validating the existing design and cost information, final estimating, constructability review, value engineering if necessary, and GMP development, rather than on design phase collaboration. The Construction Manager is not responsible for completing design but shall promptly identify and report to the Owner's Representative any constructability issue, conflict, or omission it discovers in the Construction Documents.

Trade Package Procurement

The Construction Manager will competitively procure trade subcontractor and vendor work under Tulalip's procurement, TERO, and federal requirements, and will make best efforts to secure at least three (3) bids for each trade package. Where fewer than three bids are received, the Construction Manager will document its solicitation efforts and provide them, with a price analysis, to the Owner's Representative, as Section 4.5 of the Supplementary Conditions (Exhibit A.4) provides. Costs will be tracked and allocated by project site.

Self-Performed Work

The Construction Manager may self-perform a portion of the Work only as Section 9.1.3 of the A133 and Section 4.6 of the Supplementary Conditions (Exhibit A.4) provide. The Owner may negotiate a scope with the Construction Manager where doing so is in the best interest of the Tribes, and any other scope the Construction Manager self-performs is bid. A proposer that intends to self-perform any scope shall identify it in its proposal.

Required Construction Phase General Conditions Staffing

The Construction Phase General Conditions must include, at a **minimum**, a Project Manager, a Lead Superintendent, an Assistant Superintendent, a Project Engineer, a part-time Safety Director, a Closeout Manager, and a part-time TERO Coordinator or Project Administrator. Proposers may add other support staff they consider necessary to deliver the Work. Each role is priced as its own line in Section C



(Construction Phase General Conditions, Staff) of the Fee Matrix (Exhibit B), at a monthly, fully burdened rate with the months on the Project and the percentage of time charged to the Program, as AIA A133-2019 § 7.1.5(a) and § 7.2 provide. Time of home office personnel is covered by the Construction Manager's Fee and is not separately reimbursable (AIA A133-2019 § 7.9.1).

Proposers must show each role in the organization chart and the Staffing Plan. For each role, give the proposed individual where known, the assumed months on the Project, the percentage of time, and the site or sites served. State the same assumptions in the Clarifications column of Exhibit B. The Closeout Manager shall be assigned no later than sixty (60) days before the scheduled date of Substantial Completion and shall remain through Final Completion, to carry out the closeout requirements in Part XI of the Supplementary Conditions (Exhibit A.4).

5. TERO / Indian Preference Requirements

This RFQ/P and the resulting contract are governed by the Tulalip Tribal Employment Rights Ordinance (TERO), Tulalip Tribal Code (TTC) Chapter 9.05. Tulalip views a Construction Manager's approach to the TERO workforce and the Native American Owned Business (NAOB) community as a reflection of how it plans, builds relationships, and manages work in a tribal setting.

Selection preference. Fifteen of the 100 evaluation points are reserved for Native preference under the NAOB Preference and TERO Certification criteria in Section 9, consistent with TTC 9.05.350. A proposer that is a TERO certified NAOB, or a joint venture certified under TTC 9.05.410, will receive preference, with the strongest preference for firms owned by enrolled Tulalip Tribal members.

Proposers that are not NAOB certified should describe how they will support NAOB participation and TERO workforce engagement once selected from preconstruction through construction. Tulalip is interested in the proposer's own experience, how it has approached this work on other projects, and what it has learned. Proposers do not need to restate the requirements of the TERO Code and may present their approach in whatever form best represents their firm.

Contract obligations. The awarded Construction Manager and its Subcontractors of every tier must comply with the full TERO Code and the Supplementary Conditions, Part III (Exhibit A.4). The Construction Manager must select subcontractors through a documented process that complies with the Tulalip procurement code, gives preference to NAOB registry firms, and packages trade work to maximize their opportunities. Tulalip will hold the selected Construction Manager to the engagement plan in its proposal.

Submittals. Proposers claiming NAOB status should include their TERO certification. Joint venture certification is made project by project, so proposers considering a joint venture should contact the TERO Office as early as possible. Proposers do not need to be TERO certified or Native owned to submit.



6. RFQ/P and Project Timeline

RFQ/P Timeline

Key dates for this RFQ/P are listed below. The pre-solicitation notice was published on Thursday, October 1, 2026. If Tulalip needs additional information or an interview with any proposer during the evaluation period, the proposer will be notified.

Description	Date
RFQ/P issued:	Monday, October 13, 2026
Mandatory pre-proposal meeting and site visits:	Thursday, October 29, 2026, 10:00 AM PT, Administration Building, 6406 Marine Drive, Tulalip, WA
RFQ/P question and answer period:	October 13, 2026, to November 13, 2026 (questions due by 3:00 PM PT, Friday, November 13, 2026)
RFQ/P due date and time:	3:00 PM PT, Wednesday, November 25, 2026
Interviews:	Tentatively set for the week of December 14, 2026.
Recommendation presented to the Tulalip Board:	January 8, 2027
Anticipated award and Notice to Proceed (Preconstruction):	Following Board approval

Program Timeline

The Program's two facilities are to be delivered concurrently at both sites under a single CMAR contract. Preconstruction services will begin following Board approval of the award. Construction is anticipated to begin in mid-2027, with Final Completion no later than November 30, 2029. A graphic summary of the Program's milestone level schedule is provided as Exhibit H, Program Milestone Schedule. The Construction Manager selected will be responsible for developing the integrated, concurrent construction schedule for both facilities. Liquidated damages will apply separately to each site: \$500 per calendar day for each interim milestone and for Substantial Completion, up to \$7,000 for each interim milestone and \$10,000 for Substantial Completion, and \$200 per calendar day for Final Completion, up to \$5,000. The Substantial Completion and interim milestone dates, anticipated at two to three per site, are not set in this RFQ/P. They will be established with the selected Construction Manager during preconstruction and stated in the GMP Amendment (Exhibit A.2). See Section 6.1.6 of the A133 (Exhibit A.1).

7. Proposal Guidelines

The aim of this Request for Qualifications and Proposals is to invite proposals from qualified Construction Manager at Risk firms and to conduct a comprehensive, impartial evaluation based on the criteria specified in this document. The goal is to select the firm that best aligns with the Program's scale, schedule, delivery risk, and the strategic direction Tulalip envisions for both facilities.



This RFQ/P represents the requirements for an open and competitive process. Each proposal must be signed by an authorized representative of the proposing organization and must include a completed Proposal Cover Certification (Exhibit J).

Proposers are expected to execute the contract documents included as Exhibits A.1 through A.4 as written. **A proposer that wishes to request changes must include the requested changes in its proposal at the time of submission, identified specifically and in redline language.** Tulalip will consider each requested change and may accept or reject it. A material variance may subject the proposal to rejection.

Minimum Qualifications

Each proposer must meet the following minimum qualifications. Performance history, licensing, bonding and insurance, debarment, the pre-proposal meeting, and the Cover Letter and Firm Background are pass/fail, and a proposal that does not meet them will not be scored. The experience and personnel requirements set the minimum threshold for evaluation. A proposal that meets them will be scored under Section 9, where Experience and Comparable Work and the Staffing Plan are separately scored criteria. Tulalip may waive minor irregularities.

- **Experience and comparable work.** At least three (3) projects completed within the last ten (10) years, at least two (2) of which are projects on which the proposer served as Construction Manager at Risk, comparable at risk CM/GC, or design builder under a contract that included preconstruction or design phase services and a guaranteed maximum price or lump sum price. At least one (1) of the three projects must be a fish hatchery project, which may have been delivered by any method, including collaborative delivery, design bid build, or design build. All three (3) projects must be fish hatchery, aquaculture, water or wastewater treatment, or similarly complex process facilities that included concrete structures, process piping and pumping, electrical and controls, and civil site work. At least one (1) project must have included work in or adjacent to fish bearing waters under federal or state environmental permits, and at least one (1) project must have been constructed while the owner kept an existing facility in operation. The proposer may meet this requirement through its own experience, the experience of a joint venture partner that will be a member of the proposer's team, or the experience of the key personnel named below on projects completed with other firms, provided the proposal states which applies. The proposal must identify each project and provide an owner reference, including contact information.
- **Scale.** Each project must be comparable in scope and complexity to the Program, and at least two (2) of the three must have an Adjusted Construction Cost of at least \$10,000,000. Adjusted Construction Cost is the project's final construction cost increased by three percent (3%) per year, compounded annually, for each whole year from the date of Substantial Completion to the proposal due date.
- **Key personnel.** The proposal must name a Preconstruction Manager, a Project Manager, and a Lead Superintendent. The Preconstruction Manager must have at least [five (5)] years of collaborative delivery experience. The Project Manager must have collaborative delivery experience. The Project Manager and the Lead Superintendent must each have at least [seven (7)] years of construction experience and must have served in the proposed role on at least [two (2)]



completed projects of the kind described above. The proposal must explain in its approach how it will staff and supervise the two sites, for example with assistant superintendents or general foremen. Named personnel may not be substituted after award without Tulalip's written approval.

- **Performance history.** The proposal must disclose, using AIA Document A305, Contractor's Qualification Statement (current edition), or an equivalent statement, any termination for default, surety takeover, or bond claim in the last ten (10) years. A termination for default or surety takeover within the last five (5) years is disqualifying unless the proposer shows that it was not at fault.
- **Project experience sheets.** For each project offered, the proposal must include a one page sheet stating: project name, location, and owner; delivery method and contract type; original and final construction cost, with an explanation of any cost increase; original and actual dates of Substantial Completion and Final Completion; the proposer's role; a description of the work; the names of the project executive, project manager, and superintendent; and an owner contact with current telephone and email who is authorized to speak to the proposer's performance. Tulalip may contact any reference and any other owner for whom the proposer has worked, and may reject a proposal if references report a material failure of performance.
- **Licensing.** A Washington State contractor registration in good standing at the time of proposal.
- **Bonding and insurance.** The proposal must include a letter from the proposer's surety, on the surety's letterhead, confirming the proposer's capacity to furnish a 100 percent Payment Bond and a 100 percent Performance and Maintenance Bond for the anticipated Guaranteed Maximum Price of the Program, and stating the surety's bond rate. No bid bond is required with the proposal. The selected Construction Manager must furnish the bonds from a surety acceptable to Tulalip and must carry the insurance stated in Exhibit A.3 and Part VI of the Supplementary Conditions (Exhibit A.4). The cost of insurance and bonds is priced in Section F of the Fee Matrix (Exhibit B).
- **Debarment.** The proposer is not debarred, suspended, or excluded from federal contracting. Tulalip will verify status in SAM.gov.
- **Pre-proposal meeting.** Attendance at the mandatory pre-proposal meeting described below.

Federal Funding Requirements

Because the Program is funded in part with federal funds, the following requirements apply to the work, among others, and are stated in Part IV of the Supplementary Conditions (Exhibit A.4):

- Davis-Bacon prevailing wages, certified payrolls, and the Copeland Anti-Kickback Act;
- Domestic preference (Buy America) requirements for construction materials;
- Verification in SAM.gov that the Construction Manager and its subcontractors and suppliers are not debarred, suspended, or excluded;
- Drug-Free Workplace certification; and
- Indian preference in employment, training, and subcontracting under 25 U.S.C. 5307(b).



Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held at 10:00 AM PT on Thursday, October 29, 2026, at the Tulalip Administration Building, 6406 Marine Drive, Tulalip, WA. Site visits of both facilities are part of the pre-proposal process, and details will be provided at the meeting. Attendance will be logged. A proposer that does **not** attend is not eligible to submit a proposal.

Questions, Addenda, and Communications

The written question and answer period opens at issuance and closes at 3:00 PM PT on Friday, November 13, 2026. Questions must be submitted in writing to Jason Crain at rcrain@tulaliptribes-nsn.gov. Tulalip will answer all questions by written addendum issued to all proposers and posted at the same location as this RFQ/P; individual answers will not be given, and oral statements do not modify this RFQ/P. Any change to the due date will be made by formal addendum only. Proposers are responsible for obtaining all addenda.

From publication of the pre-solicitation notice through award, all communications about this procurement must be directed in writing to Jason Crain. Contact with other Tulalip officials, staff, Evaluation Committee members, or the Engineer of Record regarding this procurement may be grounds for disqualification.

Organizational Conflict of Interest

Any firm or individual that assisted in preparing the specifications, scope of work, or solicitation documents for this procurement is not eligible to submit a proposal or to participate on a proposing team.

Debriefs and Protests

A proposer not selected for award may request a debrief in writing within ten (10) business days of notification of the award recommendation. Tulalip will provide each requesting proposer with a debrief addressing that proposer's own evaluation only.

Protests of the terms and conditions of this RFQ/P must be submitted in writing to Jason Crain, by email with "Protest RFQ/P" in the subject line, no later than 3:00 PM PT on Friday, November 13, 2026. The protest must state the reasons and any proposed changes. If Tulalip determines a change is required, it will issue an addendum.

Protests of the award must be submitted in writing to Jason Crain, by email with "Protest Award" in the subject line, within seven (7) calendar days after notice of intent to award. The protest must state the reasons and evidence, the alleged damages, and the remedial action requested. Tulalip will respond in writing in a timely manner. A protest that is not specific, or that is not submitted within the stated time, will not be considered.

Reservation of Rights

Tulalip reserves the right to modify or cancel this procurement, to change the dates stated in this RFQ/P by addendum, to reject any or all proposals, and to waive minor irregularities. Issuance of this RFQ/P



does not obligate Tulalip to award a contract. Award is subject to approval by the Tulalip Board of Directors.

8. Submission of Proposal

Proposals must be submitted to Mike Crewson, Project Manager for the Tulalip Tribes of Washington, via email to mcrewson@tulaliptribes-nsn.gov, with copy to Jason Crain at rcrain@tulaliptribes-nsn.gov, by the deadline in Section 6. Proposals will be accepted by email only; facsimile, mail, and late proposals will not be accepted. Tulalip will log the time of receipt of each proposal.

The proposal must not exceed forty-five (45) pages, single sided, with a minimum font size of 11 points, and should be organized in the order of the criteria in Section 9. The cover letter, divider sheets, the completed Fee Matrix (Exhibit B), including its Anticipated General Conditions List, the Proposal Cover Certification (Exhibit J), the surety's bonding capacity letter, TERO certifications, qualifications statement (A305 form or equivalent), and any requested changes to Exhibits A.1 through A.4 do not count toward the page limit.

9. Proposal Content and Evaluation Criteria

Proposals that meet the Minimum Qualifications in Section 7 will be evaluated by an Evaluation Committee of Tulalip staff and representatives on the criteria below, totaling 100 points. Each proposal should address the criteria in the order shown and include the content listed for each.

Criterion	Points	Proposal Content
Cover Letter and Firm Background	Pass/Fail	Firm ownership structure, service area, volume of CMAR and general contracting work, length of time in the industry, financial stability, and bonding capacity, with the surety's letter. Confirmation of Washington contractor registration.
Local & Tribal Knowledge	5	Understanding of the Tulalip Reservation, the local construction market and labor pool, and the two hatchery sites and their unique considerations (concurrent, nearby, environmentally sensitive sites). Local involvement and history of working with Indian Tribes.
Experience and Comparable Work	15	Relevance and quality of the projects offered under Section 7, Minimum Qualifications, including delivery method, preconstruction involvement, hatchery and process facility experience, work in or adjacent to fish bearing waters, work alongside an operating facility, and experience with Tribal owners; the proposer's performance on them; and the strength of owner references.



Criterion	Points	Proposal Content
Staffing Plan	15	Qualifications and experience of the proposed team to manage both facilities concurrently, as demonstrated by the organizational chart and by the roles, titles, relevant project experience, and resumes of the assigned preconstruction and construction staff. The proposal must name the Preconstruction Manager, the Project Manager, and the Lead Superintendent, and it will be evaluated on how well their qualifications and experience fit preconstruction and the delivery of both facilities at the same time, and on how the proposer will staff and supervise the two sites.
Approach	15	Describe how the proposer would deliver these two facilities from the Construction Documents through completion. Address preconstruction services, including estimating, constructability review, GMP development, and trade buyout; how trade work will be packaged and bid, including how three bids per package will be obtained and how NAOB firms will be included; and how quality, cost, and schedule will be controlled while both sites are under construction at the same time. Proposers should identify the conditions and risks they see on these projects and explain how their approach accounts for them.
Safety Program & Performance	5	EMR (Experience Modification Rate) for the past three years, OSHA recordable incident rate, and the safety approach for each of the two concurrent, environmentally sensitive sites.
Fee & General Conditions Proposal	15	Fee and cost proposal on the Fee Matrix (Exhibit B), scored as described below.
Interviews	15	Up to 3 proposers will be invited to interview with the Evaluation Committee, which will have reviewed each proposal in advance. The proposed Preconstruction Manager, Project Manager, and Lead Superintendent must attend. Interviews will be scored on the team's understanding of the projects, its judgment, and its fit with Tulalip's expectations for the work.
NAOB Preference & TERO Certification	15	As described in Section 5.
Total	100	

Fee & General Conditions Proposal

As part of the fee and cost proposal, each proposer must include a completed Fee Matrix, Exhibit B, which follows the structure of AIA A133-2019, Articles 5 through 7. **Submit Exhibit B as a signed PDF and as the native Excel file with all formulas intact.** If the two conflict, the signed PDF governs. Proposers may add lines within a category where needed but may not change the matrix formulas or the assumed Cost of the Work and construction duration stated on the matrix.

The matrix must state separately the Construction Manager's Fee as a single percentage, which Tulalip will convert to a fixed dollar Fee at the Guaranteed Maximum Price (A133 § 6.1.2); Preconstruction Phase services as a lump sum, with hourly billing rates for any Owner directed change in preconstruction



scope or duration (A133 § 5.1); Construction Phase General Conditions personnel, on a monthly basis (A133 § 7.1.5(a) and § 7.2); Construction Phase Major Equipment and facilities (A133 § 7.1.5(b) and § 7.5); a single percentage of Construction Phase staff cost for small tools, consumable supplies, and personal protective equipment (A133 § 7.1.5(c)); and insurance and bonds (A133 § 7.6). Each priced line must include a note in the Clarifications column stating its basis or assumptions, and costs that apply to only one site must be identified by site.

The Fee covers all costs that A133 § 7.9.1 excludes from reimbursement, including home office overhead, Project Executive and principal time, corporate administration, and bonuses. These costs may not appear elsewhere on the matrix. Proposers **shall** also submit the Anticipated General Conditions List in the Fee Matrix workbook. It is an estimate for reference, is not scored, does not limit reimbursement under A133 § 7.1.5(d), and does not capture every General Conditions cost.

Proposers may include a short narrative explaining the basis of their pricing and any approach they believe would provide better value to Tulalip. Tulalip will review the matrix for consistency with the proposer's staffing plan and project approach. Any alternative pricing must be submitted in addition to the completed matrix and will not be used in the cost score.

Scoring. The cost score (15 points) is based on each proposal's Total Proposed CM/GC Cost as computed on Exhibit B. The lowest total receives full points, and other proposals receive points in proportion to that lowest total. Tulalip will check each proposal's arithmetic against the matrix formulas.

Interviews

Tulalip will invite up to the three (3) proposers with the highest scores to an interview. Interviews will be scored separately on criteria distributed to the invited proposers in advance, worth up to fifteen (15) points, which are added to (not substituted for) the written score to determine the final ranking. Tulalip may request additional information from any proposer during evaluation. The Evaluation Committee will forward its recommendation to the Tulalip Board of Directors for award.

10. Exhibits

The following exhibits form part of this RFQ/P. This RFQ/P and all exhibits are available for download from the Tulalip Tribes Request for Proposals website at:

<https://www.tulaliptribes-nsn.gov/Visitors/RequestsForProposal>.

The exhibits, including the Contract Documents (Exhibits A.1 through A.4), are Tulalip's standard forms and are substantially complete. Before contract execution, Tulalip may revise any exhibit to correct errors, omissions, or inconsistencies, to conform the documents to one another and to this RFQ/P, or to meet requirements of law or of the Program's funding agreements. Tulalip will not otherwise make material changes to the terms of the Contract Documents.

Exhibits are received and handled as follows. Exhibits A.1 through A.4 are the standard AIA A133-2019 contract documents and Supplementary Conditions that form the agreement the selected Construction Manager will be expected to execute. They are not signed or returned with the proposal; **any requested**



changes must be submitted as described in Section 7. Exhibit A.2 (the GMP Amendment) is executed when a Guaranteed Maximum Price is established under the Agreement.

Exhibit B, the Hatchery CMAR Fee Matrix, is provided as a PDF. A companion Excel workbook is posted with this RFQ/P and must be completed by the Proposer and submitted with the proposal.

Exhibits C through H (Program & Site Narrative, design documents, initial budget report, design contracts, and program milestone schedule) are provided for review and reference in preparing the proposal. They are not returned with the proposal, and proposers are responsible for reviewing them in full before preparing a fee proposal.

Exhibit I (Contractor Yards and Office Site) locates potential contractor yards and an office site for the projects. These locations are pending and are included for proposal planning purposes. Final locations will be developed in cooperation with the Construction Manager and the Public Works Department.

Exhibit J (Proposal Cover Certification) must be completed and submitted with the proposal. Exhibits K through P are project record documents that the awarded Construction Manager will execute at contract signing; they are provided for informational review only and are not required to be returned with the proposal.

Exhibit letters in this RFQ/P identify RFQ/P documents. Lettered exhibits referred to inside the AIA A133-2019 Agreement (Exhibit A.1) are identified within the Agreement and will be conformed at contract execution.

Exhibits:

Exhibit A.1: AIA A133-2019 Agreement and AIA A201-2017 General Conditions (Tulalip Standard): Form of Agreement

Exhibit A.2: AIA A133-2019 Exhibit A, Guaranteed Maximum Price Amendment: Form

Exhibit A.3: AIA A133-2019 Exhibit B, Insurance and Bonds

Exhibit A.4: Supplementary Conditions

Exhibit B: Hatchery CMAR Fee Matrix (PDF; Excel workbook to be completed by the Proposer): Submit with proposal

Exhibit C: Program & Site Narrative (Project Description and Permitting Synopsis)

Exhibits D.1 and D.2: Battle Creek Hatchery: Construction Documents (Drawings & Specifications)

Exhibit E.1 and E.2: Lower Tulalip Creek Hatchery: Construction Documents (Drawings & Specifications)

Exhibit F: Initial Budget Report (Program OPCC Summary)

Exhibits G.1 and G.2: Design Contract(s) & Proposals (Engineer of Record): Informational; design contracts are unique to each site

Exhibit H: Program Milestone Schedule (Graphic)

Exhibit I: Contractor Yards and Office Site (Pending; for proposal planning purposes)

Exhibit J: Proposal Cover Certification: Submit with proposal



Exhibit K: Affidavit of Non-Collusion: Project record document, executed at contract signing

Exhibit L: Certificate of Compliance: Project record document, executed at contract signing

Exhibit M: Certificate of Non-Discrimination: Project record document, executed at contract signing

Exhibit N: Certification Regarding Debarment, Suspension: Project record document, executed at contract signing

Exhibit O: Contractor Code of Conduct: Project record document, executed at contract signing

Exhibit P: Inadvertent Discovery Plan: Project record document, executed at contract signing