



Confederated Tribes of the Chehalis Reservation

Request for Proposal

Hatchery Water Supply Improvements: Aeration Tower and Infrastructure Specification and Design

Submission Due Date:

Monday, September 28, 2026, 2:00p.m.

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PROJECT DESCRIPTION

The Confederated Tribes of the Chehalis Reservation (Client hereafter) seek professional services from qualified individuals or organizations for the engineered specification and design of a De-nitrification /Aeration System (DAS hereafter) to be manufactured and delivered to or assembled at the site of the Tribal Fish Hatchery building to replace the existing aeration tower as the primary treatment source for greatly improving water quality and flow for the hatchery process. The existing tower will be removed and disposed of according to the decision of the Tribe. The DAS flow rate will be created in ranges of 200 – 500gpm, expandable to 500 – 800gpm, and then to 800 – 1,100gpm to the hatchery as required and available through the use of tower “expansion modules”. The DAS shall be capable of receiving, mixing, and treating supplied water from at least two sources and have two discharge connections, locations and sizes to be determined based on design and location. The DAS will be connected to the hatchery building supply manifold.

DESIRED SYSTEM PARAMETERS

Desired System technology: Naturally Aspirated Cross Flow

Required minimum flow rate: 200gpm

Flow range: 200 – 500gpm, 500 – 800gpm, 800 – 1,100gpm

Total Gas Pressure (TGP) desired: < 102%

Oxygen saturation desired: 95 – 100%

Nitrogen saturation desired: < 5 – 10%

SCOPE OF WORK

1) De-nitrification /Aeration System Design:

Conduct a comprehensive needs assessment and coordinate a review of facility and function requirements for the Hatchery that includes but are not limited to the items listed below. Obtain a water quality assessment from the Chehalis Tribe Department of Natural Resources. Assess infrastructure needs and costs.

Calculate DAS dimensions, internal and external hardware arrangement, tower elevation, and correct materials to ensure complete and successful DAS operation.

Ensure comprehensive maintenance accessibility.

Identify all mechanical and electrical requirements including new flow and water level alarms to be connected to the hatchery controls system.

Provide a plan indicating specifications and extent of materials and describe any special conditions or equipment.

Ensure the DAS meets all the Client's needs and desires for current and future successful hatchery operations.

The DAS shall meet above-ground water-tower industry and regulatory standards and specifications.

The complete DAS structure shall meet required seismic and flood construction requirements.

2) Project Support Structure and Pad Design:

As part of the DAS design, the mounting pad and support structure will be designed to properly support the DAS and any ancillary components and future expansion necessary for complete operation. Site preparation will identify the specified location for the DAS and ensure it provides protection for existing underground and above-ground utilities and other at-risk structures in addition to a solid platform for the DAS. An engineered foundation, concrete slab, and a multi-leg Tower shall more than support the mass and weight of the DAS with allowance for future expansion as well as provide a stable solid surface from which to perform maintenance and testing procedures. The support Tower shall be engineered to withstand the vertical load of the water and lateral forces from wind and seismic activity. The existing tower pad is to be demolished and disposed of to provide space for the new pad. The site issues as described but not limited to the items listed below shall be taken into consideration for this project:

Location.

Geotechnical survey.

Above- and under-ground obstructions, locations, and accessibility.

Site Drainage for stormwater.

Foundation and pad design, size, and depth.

Identification of all existing and proposed utility locations in the proposed work area.

Placement of raceway, conduit, and piping.

ADVERTISEMENT FOR BIDS

For Bid purposes, the project generally consists of the work described in the Project Description and the Scope of Work. Bidders may download digital documents at no additional cost at:

<http://www.chehalis tribe.org/departments/planning-department/view-our-current-projects/>

Respondents must present their notice to submit a proposal to Chris Moffet at: cmoffet@chehalis tribe.org no later than 2:00 p.m., Friday, August 14, 2026.

A Pre-Bid meeting with a site visit will be held at the Fish Hatchery at 175 Howanut Road, Oakville, WA 98568 at 10:00 a.m. on Wednesday, August 19, 2026.

Sealed bids for the Hatchery Water Supply Improvements Aeration Tower will be received, by mail or in-person, at The Confederated Tribes of the Chehalis Reservation's Administration Offices, 420 Howanut Road, Oakville, WA 98568, Attention: Christopher Moffet, or by email to cmoffet@chehalis tribe.org no later than 2:00 p.m., Monday, September 28, 2026.

Proposals will be opened privately, evaluated, and presented to the Chehalis Tribal government between September 28 – September 30, 2026. There will be no public bid opening for this project. Bid proposals shall remain valid for 60 days after the private opening of the proposals. Bid opening will be followed by a Notice of Award, Contract Documents, and a Notice to Proceed.

GENERAL INFORMATION

Concise responses are appreciated. The Proposal shall not exceed fifteen (15) pages, excluding the cover sheet, resumes, and any tabs or indexes. A printed side consists of one 8.5-inch x 11-inch page, with standard margins and 12-point minimum font size for substantive text.

All requests for clarification of the RFP must be made in writing (email is acceptable) and must be submitted no later than September 21, 2026. Telephone contact is discouraged so please email or mail

any clarification questions you have. All requests for clarification must be directed to: Chris Moffet, Utilities Construction Project Manager, at cmoffet@chehalis-tribe.org. All answers to questions will be made available to all potential bidders at their request. If you would like to receive answers to all requested clarifying questions, please send an email to Chris Moffet at cmoffet@chehalis-tribe.org.

All participating firms will be required to possess a Tribal Business License. Licenses can be obtained from the Planning department at an annual cost of \$50 for non-Native companies and \$20 for Native.

The Client reserves the right to waive irregularities and to reject any and all bids.

Late submittals will not be evaluated for award. The Tribe assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

DOCUMENTATION

The Consultant shall prepare construction ready drawings with specifications and data sheets to be presented to the Client. All reports, studies, analyses, data, models, drawings, specifications, designs, calculations, financial projections, environmental documentation, and other work products created, developed, or prepared by Consultant in connection with this Agreement (collectively, “Work Product”) shall be deemed works fully made for hire for the benefit of the Confederated Tribes of the Chehalis Reservation as permitted by law. To the extent any Work Product does not qualify as a work made for hire, Consultant hereby irrevocably assigns to the Tribe all right, title, and interest, including all copyrights and other intellectual property rights, in and to such Work Product.

The Tribe shall have the unrestricted right to use, reproduce, modify, distribute, and provide the Work Product to third parties for purposes including, without limitation, permitting, financing, construction, operation, maintenance, and future expansion of the Project, without further compensation to Consultant.

PROPOSALS

In addition to the contents of the Scope of Work, proposals must consist of the following information in the order indicated below:

Response to Scope of Work.

Summary of the skills, abilities, and/or attributes of your firm and assigned staff that will facilitate the successful completion of the work required.

Provide the names and resumes of key staff members who will work on the project.

List of recent experience in related projects.

Describe your firm's approach to the project, which may include but is not limited to: proposed schedule, contact and collaboration with other stakeholders, data collection, and project deliverables.

Fee proposal and structure. Include a detailed list of all expected expenses including permits and fees.

Proof of Indian owned or Indian Economic Enterprise, if applicable.

EVALUATION CRITERIA

Statement on exercise of tribal preference:

The Chehalis Tribe will award the contract to an Indian-owned economic enterprise over a non-Indian-owned economic enterprise, if such Indian-owned and non-Indian-owned enterprises are equally qualified and submit equally priced bids. In addition, the Chehalis Tribe will award the contract to the qualified Chehalis Tribe or Chehalis Tribal member-owned economic enterprise with the lowest responsive price if such price is reasonable and is no more than 10% higher than the lowest responsive quotation received from an equally qualified bidder.

Acceptable documentation of Indian-owned enterprise must show that a federally recognized Indian Tribe or enrolled member(s) of such a Tribe own at least 51% of the enterprise.

Statement concerning Chehalis Tribal Sovereign Immunity:

Any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Tribal Court of the Chehalis Tribe to the extent jurisdiction obtains. Both as to interpretation and performance, the laws of the Chehalis Tribe shall govern this Contract; in the absence of Tribal law, Federal law applies. Nothing in this Contract shall be deemed or construed as a waiver of

the sovereign immunity of the Chehalis Tribe or any of its subsidiaries, officers, directors, employees, or representatives

Upon receipt, the Client will evaluate each proposal based on the following criteria:

Specialized knowledge, experience and technical competence displayed for the work required, qualifications, and work history (especially with Tribes). Proposal includes examples of similar projects completed with the names of representatives from those organizations that can be contacted as a reference for your work on the project.	25 Points
Overall quality of the proposal submitted, based upon the opinion of the evaluators. Proposals will be evaluated on format, incorporation of requested proposal content, readability, and size.	10 Points
Approach to working with stakeholders to produce a design including comprehensive plans and specs for that meets the needs of the Tribe.	35 Points
The proposed cost of the services. Bid amount will be scored based on both the reasonableness of the proposed costs and the thoroughness of the detail provided of expected expenses. Preference will be given for detailed cost breakdown that clearly shows bid amount for each item in the Scope of Work.	25 Points
Indian Preference. Preference will be given to qualified applicants who provide documentation of their status as an Indian owned or an Indian Economic Enterprise. Documentation must be submitted to receive the five (5) points.	5 Points
TOTAL POINTS	100 Points

AWARD OF CONTRACT

Proposals will be scored according to the evaluation criteria described herein. An award under this RFP may not be based solely on the lowest price but will be made to the respondent with the overall best value proposal. The successful proposal shall meet the project design guidelines and provide service level acceptable to the Chehalis Tribe. If no proposal is deemed sufficient or receives an acceptable score, all proposals will be rejected. Notification of the award will be announced after the Planning Department is given approval by the Chehalis Tribal government.

The Bidder agrees that if this Proposal is accepted, he/she will, within five (5) calendar days after the Notice of Award date, sign the Agreement in the form annexed hereto, and will, to the extent of its Proposal, do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Project Manager thereunder.

CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work will consist of all material bound herewith, other documents included by reference, plus any addenda incorporated into the documents.

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a proposal shall have thoroughly examined all the various parts of these documents and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least six (6) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

ADDENDA

Any project has the likelihood of changes to better benefit the desired end result although it is the Tribes desire they be kept to a minimum. In the event there is addenda, the Bidder hereby acknowledges that he/she has received Addenda Numbers _____, _____, _____, _____, _____ (Bidder insert the identifying number of each Addendum received) to these Contract Documents.

NO RIGHT TO CONSTRUCT

Award of this Agreement does not grant Consultant any right, preference, or expectation to construct, install, finance, own, operate, or otherwise implement the Project or any portion thereof. Any future construction or implementation of the Project shall be subject to a separate procurement process determined solely by the Tribe, and Consultant may participate only on the same basis as any other bidder or proposer.

SCHEDULE

Consultant shall generate a schedule of deliverables for the milestones to ensure project completion within a reasonable timeframe. Milestones shall be by quarter and paid as follows: 10% of the fee at 25% completion, 30% of the fee at 50% completion, 30% of the fee at 75% completion, and the final 30% of the fee when the Tribe deems the project complete.

SAMPLE FORMS



**THE CONFEDERATED TRIBES
OF THE
CHEHALIS RESERVATION
NOTICE OF AWARD**

To: _____

Project: Confederated Tribes of the Chehalis Reservation – Hatchery Water Supply Improvements Aeration Tower and Infrastructure Design.

The OWNER has considered the PROPOSAL submitted by you on _____, 2026, for the above-described PROJECT in response to its Request for Proposal.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish any necessary Business Licenses and/or Certificates of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificates within five (5) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and the AWARD will be directed to the next qualified Bidder. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2026 for Confederated Tribes of the Chehalis Reservation

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____

This _____ day of _____, 2026.

Name _____ Title _____



THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between the Confederated Tribes of the Chehalis Reservation, a federally recognized Indian tribe (“Owner”), and _____ (“Consultant”), for professional services as set forth below. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and understood by the parties that:

A. TERM OF AGREEMENT

Subject to the terms and conditions contained in this Agreement, and if applicable the Grant which forms the basis of this Agreement, the Owner and Consultant agree that the term of this Agreement will be from the date of signature (“effective date”) through _____ (“termination date”). This Agreement may be extended beyond the initial term by written agreement of the parties.

B. CONTRACT REPRESENTATIVES

The Contract Administrator for this contract shall be Christopher Moffet.

C. STATEMENT OF WORK

Consultant will provide the services, information, and documentation for the Owner’s Planning Department with respect to the Hatchery Water Supply Improvements Aeration Tower and Infrastructure Design as identified in the RFP.

D. PAYMENTS

In consideration for the performance of all services listed in the Scope of Work of this Agreement by Consultant, the Owner agrees to pay Consultant a fee not to exceed \$ _____ according to the milestones and percentages developed according to the RFP Schedule section, except that to ensure project completion, the final 30% of the fee shall be invoiced and become due only when all the milestones are met and the project is deemed complete by the Tribe. Invoices must contain the following: business name; business address and contact phone number; invoice date; purchase order number; and

description of services/goods provided including milestone reached. Payments properly invoiced will be made within 30 days of receipt of invoice.

E. TAXES

The Owner shall not be liable for any state, local, or other tax imposed upon services delivered to the Owner on the Chehalis Reservation or trust lands. Consultant's fee shall not include any such tax on such services.

F. INDEPENDENT CONTRACTOR

Consultant's services shall be furnished by Consultant as an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer-employee, joint venture, or any partnership relationship. Consultant is an independent contractor for all purposes, including employment insurance and tax liability. The Owner will not deduct federal withholdings tax, social security, insurance or any other payroll benefits or gratuities.

G. SUBCONTRACTS

Consultant shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining prior written approval of the Owner.

H. LICENSES AND PERMITS

Consultant shall obtain and maintain all required licenses or permits, and meet all requirements of the Tribal, State, and/or Federal laws as applicable for the successful completion of this project. Consultant will provide copies of his Contractor's License, Workers Compensation, Bonding and/or Insurance Certificate. This requirement applies to any and all approved Sub-Contractors.

I. TERMINATION

This Agreement may be terminated as follows:

1. Upon the mutual written consent of Consultant and Owner; or
2. Upon 15 days' written notice by one party to the other party for any reason; or

3. By either party due to the other party's failure to perform any of the conditions or covenants of this Agreement, by providing 3 days' notice in writing to the other party stating the reason(s) for termination.

In the event of termination for reasons identified in this Section I, Consultant will be compensated for the work that has been satisfactorily completed up to the date of termination.

J. FORCE MAJEURE

Whenever either party is required or permitted to perform any act under this Agreement within a time limit, the performance thereof shall be excused for such period as the party is delayed from performing such act by force majeure, including, without limitation, fire, flood, act of God, any act of war, laws, rules, or regulations outside the party's control.

K. NO ASSIGNMENT

Consultant shall not assign this Agreement, or any part thereof, without the prior written consent of the Owner.

L. INDEMNIFICATION

Consultant shall be responsible for and shall indemnify and hold the Owner, its officers, agents, and employees harmless from all liability resulting from the acts of omissions of the Consultant and its agents, subcontractors, and employees. The Owner shall be responsible for and shall indemnify and hold Consultant, its officers, agents, and employees harmless from all liability resulting from the acts of omissions of the Tribe and its officers, agents, subcontractors, and employees.

M. INSURANCE

Continuously throughout the term of this Agreement, Consultant shall carry and maintain, at Consultant's expense, general liability, errors and omissions, automobile, property damage, and if applicable, workers' compensation insurance. Consultant must provide a Certificate of Insurance naming the Owner as Additional Insured and showing the following coverage:

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Personal Advertising Injury \$1,000,000

Damages to Rented Premises \$50,000

Errors and Omissions:

Commencing on the effective date and continuing during the term of this Agreement and for a period of three (3) years after the termination date of this Agreement for any reason, the Consultant shall maintain errors and omissions insurance (with the Owner as named insured) with a policy limit of \$2,000,000.

Automobile Liability: \$1,000,000

Including Any Auto or Hired & Non-Owned Autos

Workers' Compensation:

Statutory Workers' Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)
Per Accident \$1,000,000
Disease \$1,000,000
Each Employee \$1,000,000

N. RESOLUTION OF DISPUTES

Consultant and the Owner agree to make every effort to negotiate and resolve disputes arising under this Agreement. If, however, resolution cannot be achieved, then either Consultant or the Owner may bring the facts of the dispute to the Chehalis Tribal Court. Consultant and the Owner agree that any litigation necessary to enforce the obligations of either party under this Agreement must be brought in the Chehalis Tribal Court to the extent jurisdiction obtains. The laws of the Chehalis Tribe shall govern this Agreement both as to interpretation and performance. In the absence of tribal law, federal law applies. Nothing in this Agreement shall be construed to constitute a waiver of the Chehalis Tribe's sovereign immunity.

O. WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

P. NOTICES

For all notices, payments, and other communications, the parties acknowledge that notice by email directed to: Chris Moffet, Utilities Construction Project Manager, at cmoffet@chehalis tribe.org or to the following address is adequate:

To Consultant:

To Tribe:

Chehalis Tribe

ATTN: Christopher Moffet

PO Box 536 Oakville, WA 98568

Q. RECORDS

Consultant shall provide access to any and all of Consultant's books, papers, or other records directly pertinent to the services provided by Consultant under this Agreement to the Chairperson of the Chehalis Tribe, or the Comptroller of the United States, or their designee(s) on request. Consultant shall

maintain such books, papers, or other records and grant such access for a period of not less than three (3) years following receipt of final payment.

R. WARRANTY AND STANDARD OF CARE

Consultant warrants that it shall perform all services under this Contract in a diligent, professional, and workmanlike manner, consistent with the generally accepted standards of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services for similar projects under similar circumstances. Consultant further warrants that its work products, including reports, studies, analyses, and design documents, shall be prepared in accordance with applicable Tribal, Federal, and industry standards in effect at the time the services are performed.

Consultant shall, at no additional cost to the Owner, correct or revise any errors, deficiencies, or omissions in its work that are identified within twenty-four (24) months after final acceptance of the work, to the extent such errors, deficiencies, or omissions result from Consultant's failure to comply with the standard of care described above.

S. DRUG AND ALCOHOL-FREE POLICY

Consultant shall maintain and enforce adequate internal policies and procedures to ensure that Consultant and Consultant's employees, agents, and subcontractors maintain a drug-and-alcohol-free work environment. The use of drugs or alcohol by Consultant or any of Consultant's employees, agents, or subcontractors while providing services under this Agreement, or the performance of services under this Agreement by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Agreement. In the event of such a breach, the Owner may terminate this Agreement immediately by giving verbal or written notice to Consultant or to Consultant's senior on-site agent or employee.

T. CRIMINAL CONVICTION POLICY

The Owner maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member and whose presence in the Owner's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Consultant shall maintain and enforce adequate internal policies and procedures to ensure that neither Consultant nor Consultant's employees, agents, or subcontractors who provide services to the Owner under this Agreement in the Owner's territory shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," as those terms are defined or understood under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Owner's territory on Consultant's behalf under this Agreement shall constitute a material breach of this Agreement. In the event of such a breach, the Owner may terminate this Agreement immediately by giving verbal or written notice to Consultant or to Consultant's senior on-site agent or employee. The Owner reserves the right to confirm Consultant's compliance with this provision by conducting a criminal background check of Consultant

and any of Consultant's employees, agents, or subcontractors who perform services within the territory of the Chehalis Tribe under this Agreement. Consultant shall comply in a timely manner with the Owner's reasonable request for the personal identifying information of Consultant or Consultant's employees, agents, or subcontractors for the limited purpose of performing a criminal background check to verify Consultant's compliance with this provision.

U. LICENSING

Consultant shall, as soon as practicable, request an evaluation from the Chehalis Tribal Planning Department as to whether a tribal business license is required for the services contemplated under this Agreement. Consultant agrees to apply for and obtain any and all licenses required by that Department.

V. ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when executed by each of the parties and delivered to the other party.

For Confederated Tribes of the Chehalis Reservation

Signed: _____ Date: _____

Name: _____ Title: _____

For Consultant

Signed: _____ Date: _____

Name: _____ Title: _____



**THE CONFEDERATED TRIBES
OF THE
CHEHALIS RESERVATION
NOTICE TO PROCEED**

To: _____ Date: _____

Company: _____

Project: Confederated Tribes of the Chehalis Reservation – Hatchery Water Supply Improvements Aeration Tower and Infrastructure Design

You are hereby notified to commence WORK in accordance with the Agreement dated _____.

Contract time will begin on _____ (the 5th working day following this notice) or on the first day of SOW activity, whichever occurs first. You are to complete the WORK, in all respects, within the schedule listed in the RFP.

For: The Confederated Tribes of the Chehalis Reservation

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

on this, the _____ day of _____, 2026.

Signature: _____

Name: _____

Title: _____