



# Quil Ceda Village

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***Request for Quote***

***"2023 Raising Hands" Video***

**RFQ No. RH-23-001**

## A. Summary

This document constitutes a Request for Quote (RFQ) from prospective Video Design and Development companies for the digital video design, development and production services of the project described below.

The purpose and intent of the RFQ is for Quil Ceda Village to identify the “best value” firm for the digital video design, development, and production services of the Tulalip Tribes’ 2023 “Raising Hands” Video. Quil Ceda Village will issue a negotiated Guaranteed Maximum Price Video Design and Development contract as a result of these efforts.

Project Number: RH-23-001

Project Name: “Raising Hands” Video design, development and production services.

Project Location: Tulalip, Washington

Project Owner: Quil Ceda Village

Project Manager: Ms. Marilyn Sheldon

Address: 8802 27<sup>TH</sup> AVE NE

Phone/Fax: (360) 716-5070 / (360) 716-0126

E-mail: msheldon@tulaliptribes-nsn.gov

This RFQ invites Video Design and Development companies to submit qualifications and design concepts for the first phase of the selection process, along with a project budget and price proposal for the proposed design concept. Interviews may be conducted with Finalists to review the Team’s qualifications, concepts, and budget. Our intent is to select the winning team based on a “best value” and “best qualified” assessment.

Teams must have an established record of performance in the delivery of digital video design, development and production services on similar scaled projects and demonstrate commitment to the successful completion of the project. Lead firms are encouraged to assemble a full team of sub-consultants sufficient to provide the expertise required for the successful completion of the project.

Submitters shall label their Proposals “Raising Hands Video” and deliver them to the office of the Consolidated Borough of Quil Ceda Village – Administrative Office at 8802 27th Avenue NE, Tulalip, WA 98271 by 2 p.m. on May 30th, 2023. Final selection of a quote and award of a contract is subject to approval by Quil Ceda Village. Quil Ceda Village reserves the right to cancel the RFQ or to reject any or all Quote if it is in Quil Ceda Village’s interest to do so. Quil Ceda Village may waive minor informalities contained in any Proposal.

All questions concerning this RFQ are to be submitted in writing (via mail, facsimile, or email) to Marilyn Sheldon (see paragraph A.6).

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### A.1 Services

The Video Production Company shall provide all digital video design, development, and production services for the “Raising Hands” video for Quil Ceda Village located in Tulalip, Washington.

### A.2 Contract Type

This is a negotiated Guaranteed Maximum Price Contract for digital video design, development, and production services. Quil Ceda Village may select and award to other than the lowest price offer. Quil Ceda Village intends to award the entire scope of the contract (design, development, and production services) to an individual Video Production Company. Quil Ceda Village reserves the right to award or make no award at all.

### A.3 Price

Video Production Companies shall submit a price proposal as part of their response to this RFQ. Quil Ceda Village may choose to make an award to the successful Firm at the quote price or may elect to enter discussions with a Firm to arrive at a price.

### A.4 Method of Payment

Progress payments shall be made for work in progress related to a schedule of values and milestone achievement. Advance payments may be authorized.

### A.5 Period of Service

Video Production Company shall commence work within 10 days of contract award or notice to proceed, whichever is later. Total contract phases shall be complete no later than September 29, 2023.

### A.6 Issuing Office

The Quil Ceda Village – Charitable Giving Office is the issuing office for this Request for Proposal. QCV – Charitable Giving Office is the sole point of contact for this RFQ. Point of Contact for this RFQ is:

Marilyn Sheldon

8802 27th Avenue NE, Tulalip, WA 98271-9694

Fax: (360) 716-5070

E-mail: msheldon@tulaliptribes-nsn.gov

Any questions should be addressed to the Point of Contact in writing by email.

### Schedule of Events

- Request for Quote Opening: April 28th, 2023
- Closing Date for Submissions: May 30th, 2023, at 2:00 pm local time.
- Notice of Intent to Award: June 9th, 2023

### A.7 Submission Date

Quotes are due no later than May 30th, 2023, at 2:00 pm local time.

### A.8 Place of Submission of Quotes

Completed proposals shall be submitted to:

The Consolidated Borough of Quil Ceda Village  
ATTN: Marilyn Sheldon  
Administrative Office  
8802 27th Avenue NE  
Quil Ceda Village, WA 98271

## A.9 Quote Submission

Proposals shall be submitted in the form as outlined in Section C. Proposals submitted in a format other than that specified will be considered nonresponsive and will not be considered.

## A.10 Cost of RFQ and Associated Responses

Except as outlined in this Section, this RFQ does not commit Quil Ceda Village to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews.

# B. The Project

## B.1 Project Scope and Background

This project will create digital videos in which the Tulalip Tribes of Washington will honor and educate others on six charitable organizations or enterprises that exemplify the Tulalip Tribes' giving and show the outside community that Tulalip Tribes not only care about their immediate community but also about outside communities' region wide. The video(s) will also educate others in showing that the Tulalip Tribes is here, and they are about building a healthy, sustainable community.

In addition to the charity videos, the selected firm will create a Tulalip History Video. The subject of the history video is the Point Elliott Treaty. The selected Firm will coordinate filming activities with a designated Tulalip designated History Video Coordinator. The Video History Coordinator will be named upon execution of the contract.

It is the responsibility of each firm, before submitting, to examine thoroughly the RFQ documents; consider tribal, federal, and local laws, ordinances and regulations that may affect cost, progress, and performance of the work; and to study and carefully correlate the firm's knowledge and observations with the RFQ documents and other related data.

The project and all program elements shall be designed and performed to meet all applicable tribal, federal, and local laws, codes, and ordinances, and will follow industry best practices. Acceptance of a proposal, whose terms are not in compliance with this requirement, unless specifically highlighted in the proposal, shall not relieve the video design, development, and production company of the requirement to comply and will not be the basis for any request to increase price.

### B.1.1 Key program items:

#### B.1.1.1 Quality

All video production review and final submittals shall be prepared and submitted in 100% HD quality format.

*B.1.1.2 Coordination*

The selected Firm will be required to contact and coordinate interviews with certain Tulalip Tribes' Board of Directors and various charitable organizations or enterprises. The Quil Ceda Village Project Manager will provide the selected company with an interview contact list.

*B.1.1.3 Schedule*

The selected firm must be able to adhere to the schedule as outline it Section B.1.3

*B.1.1.4 Post Event Editing*

Selected Firm should plan for post editing requirements after the charitable event is held.

*B.1.1.5 B-roll*

The selected Firm will be required to turn-over all unedited "B-roll" digital video footage at the completion of this Contract to Quil Ceda Village.

*B.1.1.6 Status Meeting*

The selected -Firm shall plan for a design review and completion status meetings with representatives of Quil Ceda Village once every other week commencing with issuance of a Notice to Proceed until Contract completion. Meetings shall be held in a mutually acceptable location to all parties.

*B.1.1.7 File Sharing*

The selected Firm shall submit via a file sharing service (such as Dropbox) unedited versions of the digital video which include previous review comments of Quil Ceda Village for review and comment prior to final production of the video. The contractor shall allow 5 days for this review. If a digital files service is not available or practical the firm will submit at least five (5) copies on portable media devices.

*B.1.1.8 Ownership*

All versions of the produced and unproduced digital video footage, including unedited "B- roll" video footage shall become the sole and exclusive property of Quil Ceda Village, in the public and private domain, and not the property of the selected Firm. The selected Firm shall not copyright, or cause to be copyrighted, any portion of said videos prepared for or submitted to Quil Ceda Village as a result of this solicitation.

*B.1.1.9 Consolidated Video: Intro/Title Slides*

The consolidated video shall contain an intro/title slide at the beginning of the video and a title slide before each of the individual charity showcase video. The into/title slide shall contain the text Raising Hands 2023 and modeled after the Raising Hands 2023 theme. The title slides between each showcase video shall contain the name of the charity and the name of the service area of the charity (this information will be provided to the contract at the time of the identification of the charity to be showcased) modeled after the Raising Hands 2023 theme.

*B.1.1.10 Individua Video: Intro/Title Slides*

The individual charity video shall have an intro/title at the beginning of the video and a closing slide at end of each charity video. These slides shall be modeled after the 2023 Raising Hands theme; the theme will be provided at a mutually agreed upon time.

*B.1.1.11 Production Credits*

Video producers may at their discretion provide “production credits” at the end and only at the end of the consolidated video.

B.1.2 Key program deliverables:

*B.1.2.1 Total Video Files*

Eight (8) videos delivered in mp4 format. The video’s will be broken down as follows:

*B.1.2.1.1 Individual Charity Video*

Six (6) videos five to seven (5- 7) minute (approximate length) each showcasing an individual charitable organization in mp4 format.

*B.1.2.2 Consolidated Video (Charities only)*

One 30-minute (approximate length) consolidated video containing the six (6) showcase videos (Section B.1.2.1.1), the resulting video shall be delivered in mp4 format. The order of the videos will be provided to the Firm after a review of the six (6) charity videos.

*B.1.2.3 Tulalip History Video: Point Elliott Treaty*

One (1) Tulalip History Video five to seven (5- 7) minute (approximate length) in mp4 format.

*B.1.2.4 “B-roll”*

All unedited “B-roll” digital video footage will be provided to Tulalip via a file sharing services such as Dropbox.

B.1.3 Schedule

- i. At the time of award, the vendor will be provided with the names of four (4) of the six charities.
- ii. The names of the remaining two charities will be provided to the vendor by July 31<sup>st</sup>, 2023.
- iii. All charities will be filmed at a time negotiated by the videographer and individual charitable organizations.
- iv. The history video will be filmed at a time negotiated by the videographer and the designated History Video Coordinator.
- v. Final treatment and editing will be at a time agreed upon by the selected videographer and Project Manager.

## C. Quotes

Responses to this RFQ should not exceed a total of six (6) 8.5 x 11 pages, exclusive of cost information (section C.6 below). The response to the RFQ must include:

*C.1 Cover Letter (1 pages maximum)*

Provide a signed cover letter from an authorized officer or director of the submitter, including an acknowledgement and acceptance of the Contract contained in Section F.

*C.2 Project Understanding (2 pages maximum)*

Provide a summary of key points of the project and your team’s ability to address those points.  
Additional Information (2 pages maximum)

Any additional information is to be included in this section, which the proposal may use to address any design options, or additional features or options the firm would like to discuss.

### C.3 Project Cost (1 page maximum)

Please provide the total project cost proposal to develop, design and produce the digital video. Firms are to provide a level of detail that will illustrate design, development and production costs, and any recommended phasing. ~~Also provide in this section, a properly completed "Signature of Bidder's Duly Authorized Representative" form, and all Representations and Certification contained in Section E.~~ This project will be awarded as a negotiated Guaranteed Maximum Price contract; project costs included in the proposal should include all costs required to deliver a complete and usable digital video.

Costs should be grouped and presented as follows:

- Digital Video Development and Administrative Support.
- Digital Video Design and Technical Support.
- Digital Video Production Phase.
- Post editing of digital video after charitable event is held.

When preparing its cost proposal, the firm should prepare its proposal such that costs for each level are segregated and understandable.



## D. Contract Agreement

### D.1 Contract Agreement

# QUIL CEDA VILLAGE SERVICES – CONTRACTOR AGREEMENT

1. This Agreement is entered into this    th day of    2023, between the Consolidated Borough of Quil Ceda Village, a municipal corporation of the Tulalip Tribes, 8802-27th Avenue NE, Quil Ceda Village, WA 98271, hereinafter referred to as the Village and    hereinafter referred to as CONTRACTOR. The Village and CONTRACTOR hereby agree that the CONTRACTOR shall provide services to the Village for a specified period of time and for a negotiated Guaranteed Maximum Price as stated herein.

2. The period of time for this Agreement shall begin the    th day of    , 2023 and shall be complete by the 30th day of September 2023.

3. Compensation: Payment for services under this Agreement shall be on the approved billable rate schedule for a Guaranteed Maximum Price basis. Guaranteed Maximum Price Payment for the completed project shall not exceed \$    dollars.

4. The Village's Project Manager authorized to implement the terms and conditions of this Agreement is designated as Marilyn Sheldon, Charitable Contributions department.

5. Scope of Work: The Scope of Work under this Agreement shall be as defined in the Request for Proposal, and Contractor's bid documents in response thereto.

6.a The Village shall make payment for a phase to the CONTRACTOR no later than thirty (30) days after the Village's accounting department begins processing CONTRACTOR's invoice for that work. Such processing shall begin after CONTRACTOR presents the invoices and deliverables to the Village's authorized representative and the authorized representative submits written approval to the accounting department for payment based on an inspection of the work. Ten percent (10%) of the total agreement amount may be withheld pending presentation and certified acceptability of a final progress report or deliverable. Payment by the Village does not constitute a waiver of any claims by the Village against CONTRACTOR concerning or arising out of this agreement. Acceptance of final payment by CONTRACTOR constitutes a waiver of all claims by CONTRACTOR.

6.b. CONTRACTOR agrees to maintain for inspection by the Village for seven (7) years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

7. Any and all reports, data, findings or other materials or deliverables under this Agreement shall become the property of and remain under the sole proprietorship of the Village.

CONTRACTOR will keep all information learned under this Agreement confidential and will not release any such information, either orally or in writing, to parties other than the Village, its agents, contractors, or employees without the express written permission of the Village.

8. The Village and CONTRACTOR each bind themselves and their partners, agents, assigns, successors and legal representatives of such other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this Agreement.

9. Neither the Village nor CONTRACTOR shall delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this Agreement.

10. Contract Documents. This Agreement shall include the Request for Proposal, including any addendum thereto, and any documents and other materials submitted by Contractor in response thereto, which are hereby incorporated by this reference as if fully set forth herein.

11. This agreement, including its referenced exhibits, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this agreement constitutes or shall be construed as a waiver of the Village's or the Tulalip Tribes' sovereign immunity. This agreement shall not be valid unless each and every Village signature designated below is affixed.

12. Services under this agreement are provided by CONTRACTOR acting in a consulting or personal services capacity and not as a Village employee. CONTRACTOR is not entitled to any payments not expressly stated herein for any fringe benefit whatsoever. CONTRACTOR acknowledges that CONTRACTOR is responsible for all applicable federal and state taxes, unemployment and labor and industries coverage. CONTRACTOR certifies that CONTRACTOR: (a) possesses all of the skills and tools necessary to perform services; (b) will establish their own specific hours for performing services; and (c) will determine their own location for performing services.

13. In the event payment for services under this agreement is made from federal or state funds, CONTRACTOR shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the CONTRACTOR are subject to the limitations on and availability of such funds to the Village. The CONTRACTOR shall, whether or not federal or state funds are involved, without additional expense to the Village, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this agreement. CONTRACTOR shall file all required returns and notices. When working on the TULALIP Indian Reservation, CONTRACTOR shall comply with all Tribal laws. Before commencing work, the CONTRACTOR shall obtain all required Tribal licenses and permits. CONTRACTOR shall indemnify and hold the Village and the Tulalip Tribes of Washington harmless from any and all costs, liabilities, or obligations by reason of the failure of CONTRACTOR or his or her employees, agents, subcontractors or assigns to comply with any applicable law.

14. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, the CONTRACTOR shall provide preference in employment and subcontracting to enrolled members of TULALIP and members of the TULALIP community as well as enterprises or businesses wholly owned by TULALIP or its members in accordance with Tulalip Tribal Code Chapter 9.05, TERO Code, as it now exists or may be hereafter amended.

15. CONTRACTOR shall defend, indemnify, and hold harmless the Village, its employees and agents against all loss, damage, liability, claims, lawsuits, demands, or costs arising in connection with this agreement. The CONTRACTOR shall reimburse the Village for all costs reasonably incurred to defend the Village against such claims through attorneys of the Village's choice.

16. CONTRACTOR shall promptly notify the Village of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of CONTRACTOR or of its assignees or subcontractors. The CONTRACTOR shall not assign its rights under this Agreement without first obtaining the Village's written approval.

17. CONTRACTOR shall not be entitled to any interest in any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in paragraph number three.

18. The negotiation and execution of this agreement shall be deemed by the parties to have occurred within the TULALIP Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Quil Ceda Village and the Tulalip Tribes.

19. The Village may terminate this Agreement without cause on ten days' written notice and in such case, CONTRACTOR shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Village may immediately suspend operations under this Agreement by written notice of any breach. Suspension shall continue until the Village's authorized representative certifies in writing that the breach is remedied. If CONTRACTOR is still in breach after seven days of the notice of suspension, the Village may, without further notice, terminate all rights of CONTRACTOR under this Agreement.

20. Any failure by the Village to suspend or terminate this Agreement in case of breach shall not waive CONTRACTOR's duty to perform strictly in accordance with this Agreement. Failure by the CONTRACTOR to perform on its part any duty, term or condition herein shall constitute a breach.

21. Any notice sent under paragraphs 18 - 19 may either be sent by personally giving a copy thereof to the CONTRACTOR or its agents, employer or contractors or mailing a copy to the address set forth below.

22. The failure of the Village to assert any claim or right at any time under this Agreement shall not waive its right to assert any claim or right at a later time.

23. The Village's authorized representative shall be allowed to observe any work done by the CONTRACTOR which is covered by this agreement.

Signed and executed this     th day of             , 2023 by:

QUIL CEDA VILLAGE

CONTRACTOR

\_\_\_\_\_  
**Martin Napeahi**  
**General Manger, Quil Ceda Village**

\_\_\_\_\_  
**Signature of CONTRACTOR**

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Tulalip Business License No.**

**Federal Tax ID No.**

Exhibits:     Confidentiality Agreement  
               Request for Quote

D.2 Confidentiality Agreement

# Quil Ceda Village

## CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Firm shall provide Quil Ceda Village with a completed and signed Confidentiality Agreement as set forth herein. Successful Firm shall also provide Quil Ceda Village with a Confidentiality Agreement completed and signed by all lower tier contractors and or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information (“Confidential Information”) regarding the Tulalip Tribes of Washington and Quil Ceda Village for the Project identified as “Raising Hands” Video Project (“Project”). “Confidential Information” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this Agreement would be damaging to the Tulalip Tribes of Washington or Quil Ceda Village.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any “Confidential Information” regarding this “Project” to any person(s) not a party to this Agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington or Quil Ceda Village.

Agreed to and accepted:

Signature:

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Title:

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Printed Name:

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Date:

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