



Spokane Tribe of Indians

P.O. Box 100 - Wellpinit, WA 99040 - Ph. (509) 258-4581

CENTURY OF SURVIVAL

1881 - 1981

REQUEST FOR
FOR

Spokane Tribal Indians Casino Construction Project Manager

PROPOSAL NO. FY2016/055

BY

SPOKANE TRIBE OF INDIANS
PURCHASING/PROPERTY DEPARTMENT
6195 FORD/WELLPINIT RD
PO BOX 100
WELLPINIT WA 99040

KEY INFORMATION

		Contact:	Phone
Opening Date	9/8/2016		
Closing Date	9/18/2016		
Return Location	Purchasing/Property Manager	Danny Brigman	509-458-6550
E-mail	danny.brigman@spokanetribe.com		
Delivery Address	6195 Ford/Wellpinit Rd PO Box 100	Wellpinit WA 99040	

I INTRODUCTION

The SPOKANE TRIBE OF INDIANS is requesting proposals from reasonable, responsive, responsible, and qualified firms and/or individuals for Casino Construction Project Manager for the Spokane Tribe of Indians. The awarded contractor will be responsible for all services as indicated under the "Scope of Work" below. The Spokane Tribe is a Sovereign Native American Indian Tribe located in Washington State. The Tribe operates under its own governmental system and has established its own Tribal court system.

The purpose of this request for proposal (RFP) is to solicit responses from responsible, responsive, and reliable companies capable of providing exceptional Casino Construction Project Manager services to STEP site.

There is no expressed or implied obligation for the Spokane Tribe of Indians to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Your proposal and proposal amount shall remain valid for a period of ninety (90) days from the closing date.

To be considered, three copies of the proposal must be received by Danny Brigman; Purchasing/Property Manager, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the closing date and time above. The Spokane Tribe of Indians reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by selected individuals from the Spokane Tribe of Indians.

The Spokane Tribe of Indians reserves the right to retain all proposals submitted and to use any ideas in the proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Spokane Tribe of Indians and the firm selected.

Term of Engagement

The time and duration for the above services for the Spokane Tribe will begin on the date in which a contract is signed and continue throughout the casino construction period. The Spokane tribe reserves the right to terminate the agreement with a thirty (30) day written notice to the contractor. Contract continuance depends on the satisfactory negotiation of terms (including a price acceptable to both the Spokane Tribe of Indians and the selected firm), and the concurrence of the Spokane Tribe of Indians Tribal Council.

Scope of Work

II REQUIREMENTS

- Bachelor's degree in Business, Computer Science, Construction Management, Design, Architecture, Civil or Engineering required, or a combination of 5 or more years of relevant education and experience The ability to work to strict deadlines in a results driven industry
- SPECIAL QUALIFICATIONS: Minimum 5 years demonstrated experience in construction management and estimation, commercial/industrial building systems, expertise in construction and project management methodologies, electrical/mechanical/site infrastructure, asset management, life safety, AIA contract development. Excellent coordination skills, planning and organizational skills, and communication skills, both written and verbal required. Proficiency in Microsoft Word, Excel, CAD, and Microsoft Project required.

- **PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an individual to successfully perform the essential functions of this job. The individual frequently is required to stand, walk, climb or balance, and stoop, kneel, crouch, or crawl. The individual is occasionally required to sit. The individual must regularly lift and/or move up to 50 pounds, and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

III SKILLS:

- **COST ANALYSIS:** Ability to analyze and compare reasonableness of costs compared to plans.
- **LANGUAGE SKILLS:** Ability to read, analyze, and interpret documents. Ability to write effective reports and memos. Ability to respond to inquiries from contractors. Ability to communicate effectively in one-on-one, small group, and large group situations.
- **MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio and percent, and to interpret data from graphs.

IV COMPETENCIES:

- **PROBLEM SOLVING/DECISION MAKING:** Analyzing problems systematically, organizing information, and identifying key factors and key causes in order to generate solutions. Emphasizing logic and data when assessing situations and identifying possible courses of action and/or opportunities. Evaluating alternatives and assessing advantages/risks in making decisions which are timely, decisive and effective; tailoring decisions to unusual or ambiguous situations; having the courage and conviction to make important decisions in the face of conflicting or incomplete information.
- **RELATIONSHIP BUILDING:** Developing and maintaining a network of contacts, both inside and outside the organization, with people who may be able to supply information, assistance or support for work related goals. This includes building and maintaining relationships or a network of contacts with people who are, or might someday be, helpful in achieving work related goals.

V POSITION RESPONSIBILITIES:

- Cost Estimating
- Value Engineering
- Audit and approve progress pay applications
- Comparing materials invoiced to design and engineering plans and specifications
- Review and negotiate change orders-manage the owner's contingency
- Manage the timely response of requests for information from the contractor
- Monitor Work Performed
- Represent the owner at project coordination meetings
- Report job progress to the owner's governance
- Provide oversight in the best interest of the owner (both short and long term)
- Assist with Final Close-out

Specific Approach

The proposal should set forth a work plan, including an explanation of the methodology to be followed to perform the services requested by the Spokane Tribe of Indians. In developing the work plan, reference should be made to such sources of information as the direct familiarity in providing the services needed by the Spokane Tribe.

Provide with your submission a description of your experience in project management and casino project management, and unique services you will offer the Tribe that will distinguish you from other proposers, and how your organization will keep the Spokane Tribe up-to-date regarding services. Vendor must provide a resume and at least 3 current references from other tribal entities they have provided this similar type service to; excluding the Spokane Tribe of Indians as a reference.

Include with your submission a detailed fee proposed for providing the services listed in this proposal. Specify fees and all out of pocket expenses including travel, copy costs, mailing costs, phone costs, etc. if any of these will be requested for reimbursement and/or billed. Include with the fee proposal a guaranteed maximum price.

VI PROPOSAL REQUIREMENT

Any general inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Danny Brigman, Purchasing/Property Manager, 509-458-6550, Spokane Tribe of Indians P.O. Box 100 Wellpinit, WA 99040 509-458- 6550.

A master copy of your Technical Proposal and three copies to include the following:

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the individual seeking to undertake services for the Spokane Tribe of Indians in conformity with the requirements of this request for proposals. The technical proposal should demonstrate the qualifications, education, and related experience of the contractor/individual.

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. In addition; items "1" through "4" below must be included in the technical proposal document.

- Title Page
- Title page showing the request for proposal's subject; Name of Firm, organization, and/or individual; name, address and telephone number of a contact person; and the date of the proposal.
- Table of Contents
- Your Resume and references
- A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred days.
- Certification that the person signing the proposal is entitled to represent the organization empowered to submit a proposal and sign a contract with the SPOKANE TRIBE OF INDIANS.
- A Total All-inclusive Maximum Price for the construction period.

VII PROPRIETARY INFORMATION

There should not be any restrictions on the use of data contained in any submitted proposal. Proprietary information submitted in response to the Request for Proposal will not be accepted by the Spokane Tribe and the submitted proposal will be considered non-responsive. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Tribe.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

VIII PROPOSAL MODIFICATIONS OR WITHDRAWAL

No modification of submitted proposals will be permitted in any form after the closing date and time. Any proposal may be withdrawn prior to the closing date and time.

The Spokane Tribe of Indians may waive any informalities or minor defects or reject any and all proposals.

Any proposal may be withdrawn prior to the above scheduled date. Any proposal received after the time and date specified shall not be considered.

IX EVALUATION PROCEDURES

Review of Proposals

Proposals will be reviewed and evaluated on the criteria described in Section below. At this point, organizations with an unacceptably low technical evaluation will be eliminated from further consideration. During the evaluation process the SPOKANE TRIBE OF INDIANS reserves the right, where it may serve the SPOKANE TRIBE OF INDIANS best interest, to request additional information or clarifications from proposers or allow corrections of errors or omissions.

Evaluation Criteria

All proposals will be reviewed by the Purchasing/Property Manager, Chief Financial Officer, Executive Director, and a minimum of one tribal business council member. Each proposal will be evaluated according to the criteria below on a point scale of 100.

- Reliability/success and Education (30 pts)
- Fees and/or costs (20 pts)
- Past experience in working with tribal governments, and Casino Construction Management (30 pts)
- References (10 pts)
- Indian owned, and managed/operated companies (10 pts)

After review of each proposal the Spokane Tribe of Indians may or may not elect to meet with one or all companies that have provided their proposal according to the requirements listed in this proposal. There is no special format required for submission of proposals but it is recommended that responding organizations do not provide costly bindings, color plates, glossy brochures, etc.; they are not necessary or required.

All cost incurred in preparation of the proposal and any requested meetings shall be the responding

organizations responsibility. All submittals will become the property of the Spokane Tribe and will not be returned.

Oral Presentations

During the evaluation process, the Spokane Tribe, at its discretion, may request any one or all organization to make oral presentations. Such presentations will provide the Tribe with an opportunity to answer any questions on the organizations proposal ---Not all organizations may be asked to make such oral presentations.

Final Selection

The Spokane Tribe of Indians Tribal Business Council will make the final selection. The organization selected may be required to make an oral presentation to the Tribal Business Council.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the organization of the conditions contained in this request for proposals unless clearly and SPECIFICALLY noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the organization selected.

The SPOKANE TRIBE OF INDIANS reserves the right without prejudice to reject any or all proposals.

X ADDITIONAL INFORMATION TO BE PROVIDED BY THE PROPOSER

How many years has your organization provided the type of service or material designated in the attached Scope of Work? __

Supplier Diversity - Is your company at least 51% owned by a Native American, Minority or Woman owned (NA,M/WBE)? (Minority group members are United States citizens who are African-American, Asian - Indian American, Asian-Pacific American or Hispanic - American.) Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

Can your firm be classified as a Native American Enterprise?

YES _____ NO _____ % _____

Can your firm be classified as a Minority Owned Business?

YES _____ NO _____ % _____

Can your firm be classified as a Women Owned Business?

YES _____ NO _____ % _____

Vendor's performance regarding NA,M/WBE placements will be considered as evaluative criteria for this and future contract awards. Vendor shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

Prior Engagements with the Spokane Tribe of Indians

The organization should list separately all engagements within the last five years for the SPOKANE TRIBE OF INDIANS. For each engagement, the organization should indicate the scope of work, date, engagement partners, total hours (if applicable), the location of the organizations office from which the engagement was performed, and the name and telephone number of the client's principal contact in the organization.

Similar Engagements with Other Indian Tribes or Government Entities for the organizational office that will be assigned responsibility for providing project management services to the Spokane Tribe should be included. List the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals; indicate the scope of the work, date, engagement partners, and the name and telephone number of the principal client contact.

Subcontracting

If subcontractors are to be used, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. If sub-contractors are to be used, each must also complete the below certification and be included in the submitted proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the SPOKANE TRIBE OF INDIANS.

Describe any plans to “partner” with another vendor to meet implementation needs. If your approach includes the use of one or more additional vendors or sub-contractors, please provide a detailed explanation of their role on the project. In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please be advised that a single, joint response should be submitted for this RFP. Additional vendors, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements (e.g., not transmitting tribal data outside of the United States) required of your company.

XI STATEMENTS TO BE INCLUDED

Independence

The organization should provide an affirmative statement that it is independent of the SPOKANE TRIBE OF INDIANS.

The organization should also list and describe the organizations (or proposed subcontractor's) professional relationships involving the SPOKANE TRIBE OF INDIANS or any of its units for the past (3) years together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested services.

In addition, the organization shall give the SPOKANE TRIBE OF INDIANS written notice of any professional relationships entered into during the period of this agreement.

Firm Qualifications and Experience

The proposal should state the size of organization, the size of the organizations staff, the location of the office from which the work for the Spokane Tribe is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and number and nature of the staff to be so employed on a part-time basis.

If the Proposer is a joint venture or consortium, the qualification of each organization comprising the joint venture or consortium should be separately identified and the organization that is to serve as the principal should be noted if applicable.

XII COVENANTS AGAINST KICKBACKS

For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.

For purposes of this subsection a "contract" means a written contract with the Spokane Tribe or any other political subdivision of the Tribe or with any tribally owned business.

For purposes of this subsection a "Kickback" means any Money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.

Vendor represents, warrants, covenants and agrees that neither vendor nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe or to any member of the Tribe. Vendor further warrants, covenants and agrees that neither Vendor nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

XIII OTHER INFORMATION TO VENDORS

Disputes

Disputes will be resolved according to Spokane Tribal Purchasing/Property Policy and Procedures.

Convict Labor

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-126, September 10, 1965 (18 U.S.C, 4082 (0)(2)) and Executive Order 11755, December 29, 1973.

Officials Not To Benefit

No member of or Delegate to the Spokane Tribal Business Council, or Tribal employee shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

XIV RESERVATIONS

THE SPOKANE TRIBE OF INDIANS RESERVES:

- The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the Spokane Tribe services which are, in the opinion of the Spokane Tribe, of an unacceptable quality.
- The right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the Tribe may require in order to obtain the service which best meets the needs of the Tribe, as expressed in this RFP.
- The right to negotiate the modification of, terms and conditions with the organization offering the best value to the Tribe, in conjunction with the award criteria contained herein, prior to the

- execution of a contract to ensure a satisfactory contract
- The right, where it may serve the SPOKANE TRIBE OF INDIANS best interest, to request additional information or clarifications from organizations or allow corrections of errors or omissions.
- The right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal.
- The right to require the awarded vendor to obtain and/or have in place proper Insurance in an amount no-less than the limits of the Spokane Tribe of Indians Coverage.
- The right to reject any or all proposals, to serve in the best interest of the Spokane Tribe.
- The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.

Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
- (b) Have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.
the total all-inclusive maximum price.

