

Spokane Tribe of Indians

P.O. Box 100 • Wellpinit, WA 99040 • (509) 458-6500 • Fax (509) 458-6575

REQUESTFOR BID

FOR

**Spokane Tribe of Indians Fisheries Program
Net Pen Frames and Support Docks**

Bid NO.FY21-018

BY

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

KEY INFORMATION

Contact	Nathan Ayala
Phone	509-458-6550
Opening Date	11/20/20
Closing Date	12/ 4/20
Return Location	Purchasing/Property Director
Delivery Address	6195 Ford/Wellpinit Rd Wellpinit WA 99040 PO Box 100
E-mail	Nathan.ayala@spokanetribe.com

I. INTRODUCTION

The SPOKANE TRIBE OF INDIANS (Spokane Tribe, STOI, Tribe) is requesting bids from reasonable, responsive, responsible, vendors with the ability to supply materials for twenty (20) 20ft x 20ft net pen frames, safety railing and walkways AND four (4) 6ft x 43ft support dock structures.

There are no expressed or implied obligations for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing bids in response to this request. Your bid and bid amount shall remain valid for a period of ninety (100) days from the closing date.

To be considered responsive, responsible, reliable, qualified, and possessing the ability to complete the entire project, your complete bid must be received by Nathan Ayala, Purchasing/Property Director, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 or via email (nathan.ayala@spokanetribe.com) on or before the above closing date and time.

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.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all bids submitted and to use any ideas in the bid regardless of whether that bid is selected. Submission of a bid indicates acceptance by the firm of the conditions contained in this request for bids.

Vendors are strongly encouraged to carefully read the entire request for bid. The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. There are no expressed or implied obligations for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing bids in response to this request.

Term of Engagement

Awarded vendor will be obligated and authorized to sign and/or enter into an agreement with the Spokane Tribe for the purchase of the equipment

Contact Person

All questions regarding this request for bid will be taken and/or answered up to the closing date and time of this bid. All technical questions will be addressed and relayed back to vendor by the purchasing/property director:

Nathan Ayala
Purchasing/Property Manager
509-458-6550
Spokane Tribe of Indians
P.O. Box 100
6195 Ford/Wellpinit RD
Wellpinit, WA 99040

Mike Seyler
Inventory Specialist
509-458-6544
Spokane Tribe of Indians
P.O. Box 100
6195 Ford/Wellpinit RD
Wellpinit, WA 99040

II. SCOPE OF REQUESTED SERVICES

The Spokane Tribe of Indians Fisheries Program is seeking bids from reasonable, responsive, responsible, qualified, vendors possessing the ability to supply (20) 20ft x 20ft net pen frames, safety railings, walkways AND four (4) 6ft x 43ft support dock structures. This project is funded by the Spokane Tribal Fisheries Program, this RFB and specification will be used to determine all necessary information for interested vendors to use when finalizing a bid.

To be considered responsive, responsible, reliable and qualified, bids must be received on or before the closing date and time.

III. SUBMISSION AND BID CONTENT

The proposed contractor shall submit the completed form in Attachment A along with a detailed price sheet for the bid.

IV. GENERAL INFORMATION

All bids must be hand-delivered, mailed, or emailed and be received by the Purchasing/Property Department with ONE MASTER copy and THREE COPIES by the closing date and time. Any bid received after the closing date and time or submitted to another department will be considered non-responsive. The bid award will be proposed vendor who is considered responsive, responsible, reliable, qualified, and possesses the ability to provide all the desired services, and whose bid conforms to all requirements. No liability will attach to the Spokane Tribe of Indians for the premature opening of, or the failure to open, any bids not properly addressed and identified.

The Spokane Tribe “may” or “may not”, elect to award this project for the listed items from the best-qualified vendor for all specifications listed above and according to the request for bid. The Tribe may waive any informalities or minor defects or reject any and all bids. Vendors must satisfy themselves of the accuracy of the estimated quantities or needs of the Spokane Tribe. After bids have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Spokane Tribe assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of a signed contract, unless such understanding or representations are expressly stated in the bidding document.

Preference in the award shall be given to Indian and Alaskan Native organizations in the amount of five percent (5%) of the total bid price. Any contractor claiming Indian Preference must meet and show evidence of the preference according 2 CFR, chapter I, part 200, sec. 200.54

Supplier Diversity – Is your company at least 51% owned by a Native American, Minority or Woman (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 ___ If yes % ____.

Can your firm be classified as a Minority Owned Business? YES ___ NO ___ If yes % ____.

Can your firm be classified as a Woman Owned Business? YES ___ NO ___ If yes % ____.

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Incurred Expenses

STOI shall not be responsible for any expenses incurred by vendor in responding to this RFB. All costs incurred by vendor in the preparation, transmittal or presentation of any bid or material submitted in response to this RFP will be borne solely by the vendor. All submitted bids and/or information in their entirety will become property of the STOI.

The Evaluation of Bids

Bids submitted will be evaluated by selected individuals from the Spokane Tribe of Indians, administration Department, Fisheries Program, and the Purchasing/Property Department. The STOI Tribal Council will make the final decision and/or approval. The STOI will award the contract to the vendor whose bid is deemed to be most advantageous to the STOI.

Bids will be evaluated using Four sets of criteria; however, criteria will not be awarded on points but on completeness and confirmation of each, in order. The Spokane Tribe is aware that projects vary in size, time, and needed services so the awarded vendor will be awarded according to the following.

1. Responsiveness, Reliability, Responsibility and Technical Qualifications
Submitter's responsiveness, reliability, responsibility, technical qualifications, skill, knowledge, and experience in similar projects will be considered under this evaluation factor. Also, the focus on those persons assigned to the STOI contract, **and** on the characteristics of the submitter firm as a whole, if applicable.
2. Fees and Delivery Timeline
Cost provided by the submitter will be considered under this criterion. In addition, the promptness of delivery of services proposed will be factored into consideration of cost for services.
3. Indian Preference
Indian-owned and controlled companies will receive preference in accordance with 25 U.S.C. §450e(b)(7). Companies claiming Indian preference must furnish adequate proof of at least 51% Indian ownership and control with their bid in order to secure Indian-owned points. A successful vendor will be required to comply with all applicable Federal and Tribal laws and regulations in effect during the contract period, including the Indian preference requirements of the Tribe.
4. Submitter's References
Submitter must provide three (3) references providing names, addresses and telephone numbers for STOI to contact.

Award Notice

STOI shall provide notice of the award to all vendors upon final approval and review of all submitted bids. The award shall be contingent upon successful negotiations of a final contract between STOI and the vendor whose bid is accepted by STOI.

Bid Confidentiality

Until the award is made and notice is given to all vendors, no employee, agent, or representative of a submitting vendor shall make available or discuss its bid with any officer, member, employee, agent or representative of the STOI other than the contact person, except in response to inquiries from the contact person as part of the evaluation process. Until the Spokane tribe of Indians Fisheries Net Pen Frames and Support Docks.

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award is made and notice of award is given to all vendors, the STOI will not disclose the contents of any bid or discuss the contents of any bid with any vendor.

Irregularities in Bids

The STOI may, at their discretion, waive technical irregularities in the bid format of any vendor selected for award, which do not alter the price, quality or quantity of the services offered. Protest to be filed under STOI's Administrative Procedures Ordinance.

Partners, Supervisory, and Staff Qualifications and Experience (if applicable)

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice or provide this type mechanical of service in the state of Washington. Assurances must be made to the Spokane Tribe that the staff listed will be the actual staff performing the services to be provided. Any staff changes must be requested and approved by the Spokane Tribe through a written request.

Proprietary Information

Any restrictions on the use of data contained in a bid must be clearly stated in the bid itself. Proprietary information submitted in response to the Request for Bid will be handled in accordance with applicable Spokane Tribal procurement regulations. Data contained in the bid, 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 Tribe may waive any informalities or minor defects or reject any and all bids.

Any bid may be withdrawn prior to the above closing date and time. Any bid received after the time and date specified shall not be considered. No vendor may withdraw a submitted bid after the closing date and time listed above. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Tribe and the vendor.

The vendor should provide an affirmative statement that it is independent of the Spokane Tribe of Indians, and describe the (or proposed subcontractor's) professional relationships involving the Spokane Tribe of Indian or any of its units for the past (5) 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 vendor shall give the Spokane Tribe of Indians written notice of any professional relationships entered into during the period of this agreement and if the vendor is a joint venture or consortium, the qualification of each company comprising the joint venture or consortium should be separately identified and the company that is to serve as the principal should be noted if applicable.

Insurance Requirements (if applicable)

The awarded vendor will be required to provide certificates of insurance for:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or Spokane tribe of Indians Fisheries Net Pen Frames and Support Docks.

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coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

C. Workers' Compensation as required by Washington State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the Tribe with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP.

VI. SUBCONTRACTING

All subcontractors will be identified and disclosed in bid.

Covenants against Kickbacks

All conditions regarding covenants against kickbacks under 48 CFR ch. 1-52.203-7 apply.

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

Reservations

THE SPOKANE TRIBE OF INDIANS RESERVES:

1. The right to reject any RFB, or all bids, to serve in the best interest of the Spokane Tribe.
2. STOI may cancel this RFB at any time for any reason. STOI may reject any and/or all bids for any reason as determined by STOI.
3. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.
4. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the request for bid, 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.
5. The right to require the awarded vendor to obtain and/or have in place General Liability Insurance in an amount no-less than the limits of the Spokane Tribe of Indians General Liability Coverage.

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 bid 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/bid had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

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Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date: _____

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT A

BIDDER QUALIFICATION SHEET

BID FY21-018

**Spokane Tribe of Indians Fisheries Program
20ft x 20ft Net Pen Materials**

Company Name: _____

Address: _____

Primary Contact Name: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

SPECIFICATIONS

1. One 42 foot X 6 foot floating dock.
2. Two 24 foot X 8 foot floating docks.
3. Twenty 20 foot X 20 Foot Double Net Pens
 - A. Individual High-Density Polyethylene (HDPE) docks providing 5,000 plus pound flotation, decking to be non-slip fiberglass I-Bar grating.
 - B. Dimensions as noted in specifications are complete with drilled blind flanges on ends for bolt together assembly to match with additional dock sections to provide support docks for open water fish rearing.
 - C. Decking constructed of non-slip fiberglass I-Bar grating using: Grey nonslip grit surfaced 1-6000 pultruded fiberglass or approved equal, with I-Bars running parallel to the dock pontoon floats. Walkway supports are 4" SDR spaced at 48" with additional treated 4" X 4" lumber placed as needed to provide less than 1/4" deflection with 300lb load rating or approved equal.
 - D. Construction includes three 12" SDR 32.5 HDPE pontoons, foam filled, and ends sealed. Foam used shall conform to ASTM-C 578 Type-1 expanding closed cell polystyrene or approved equal flotation. Drilled flanges for easy bolt together design 4" X 72" SDR 11 cross members for fiberglass decking as per specifications, and all galvanized hardware supplied for assembly. All flanges and cross members to be attached to the 12" pontoons by the butt fusion method using full surface heater plates.
 - E. HDPE Materials
 - a. Pipe for main floats and cross members: ASTM D 3350-93 Class PE345424C; Plexco PE 3408, SDR 26.0 high density polyethylene or approved equal.

- b. Flat stock for end caps, flanges, and mounted tabs: ASTM D 3350-93 Class PE345424C: Poly-Hi Industries pipe grade HDPE or approved equal. Connection flanges shall be (Fishpen Flange or approved equal)
- F. General: HDPE pontoons shall be foam filled and end sealed. Float shall be shop-fabricated for bolt together assembly in field and shall be full surface welds, using heat and pressure with full surface heater plates except where sockets or gussets are required.
- G. Float Substructure: Caps shall be butt fused to end of pipe using full surface heater plate. Where cross-members are attached to main pipes, the cross-members shall be machine cut for a clean fit and side wall fused to main float pipes using full surface heating plates.
- H. Contractor shall submit shop drawings showing all dimension and details for approval prior to construction.

EXAMPLE DRAWINGS
For Illustration Purposes Only

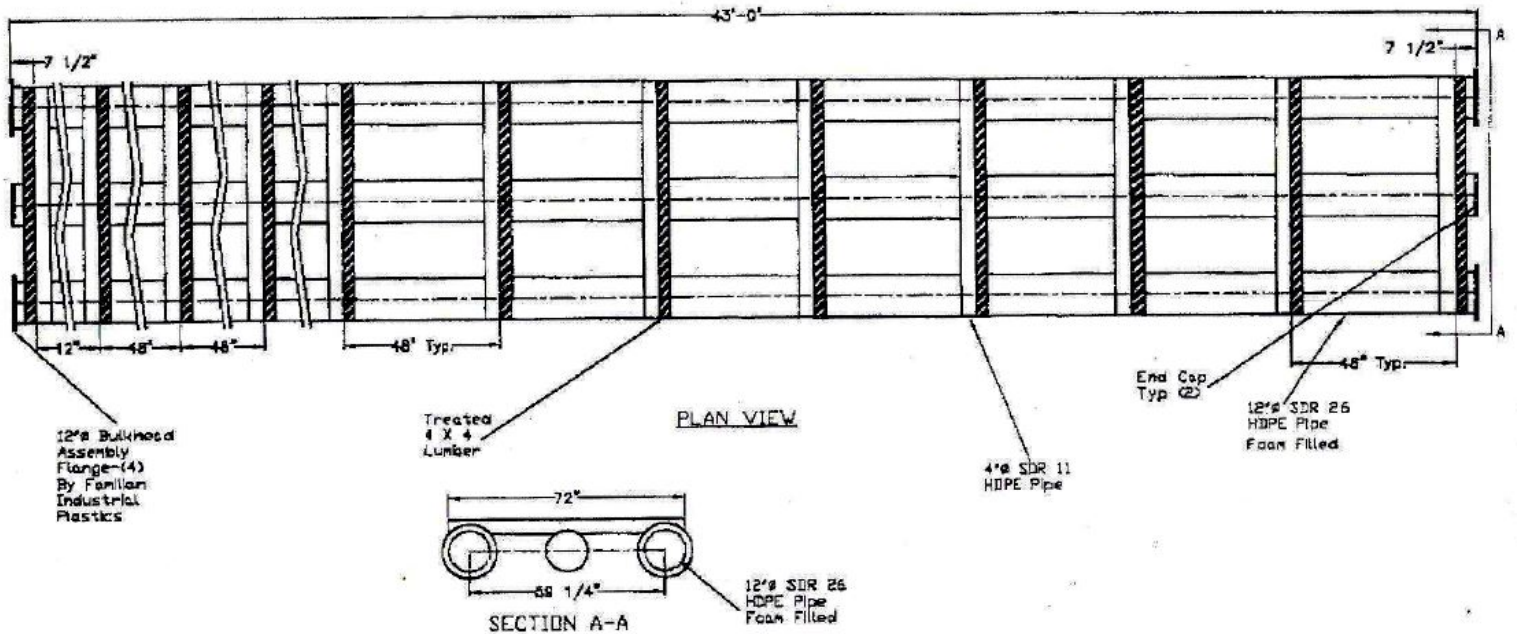


Figure 1. Drawing of Typical Dock.

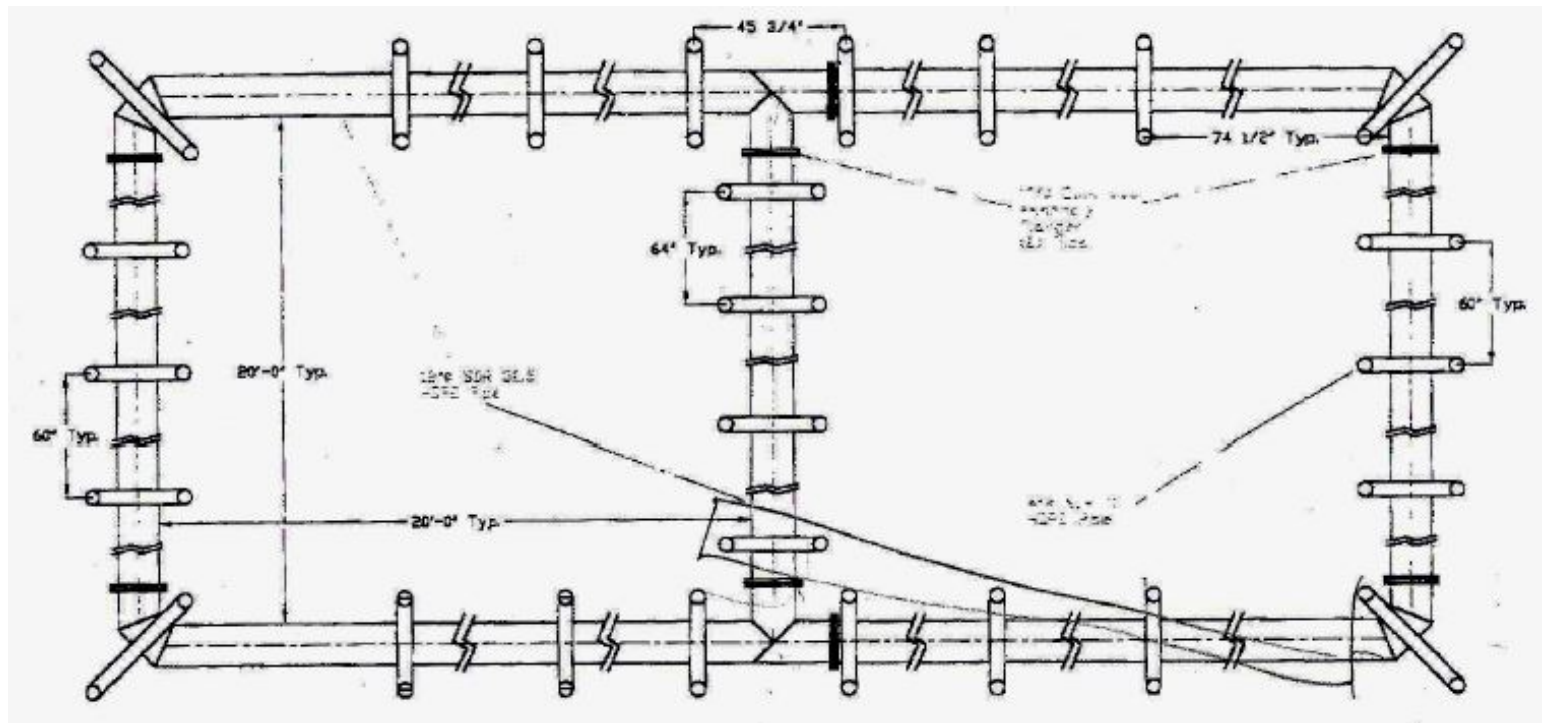


Figure 2. Typical Drawing of current Net Pens.