



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*

1881 - 1981

**REQUEST FOR PROPOSAL**

**FOR**

**Architectural Services**

**RFP21-007**

**BY**

**SPOKANE TRIBE OF INDIANS**

Contact	Nathan Ayala
Phone	(509)458-6550
Opening Date	3/24/21
Closing Date	4/7/21
Return Location	Spokane Tribe Purchasing/Property Department
Delivery Address	Spokane Tribe of Indians 6195 Ford/Wellpinit Road PO Box 100 Wellpinit WA, 99040
Email	Nathan.Ayala@spokanetribe.com

## **1. INTRODUCTION**

The SPOKANE TRIBE OF INDIANS ("Tribe") is issuing this Request for Proposals ("RFP") seeking proposals from responsive, responsible, and qualified architect firms to provide professional architect services for projects that may be funded by the American Rescue Plan Act of 2021. Projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, court facilities, maintenance buildings, and infrastructure site work. In addition, the tribe is seeking architectural services for future projects such as extending/upgrading water lines, upgrading infrastructure, and developing future sites for commercial buildings (a wellness center, Health and Human Services/477, Trading Post). The services requested under this RFP are expected to commence in April 2021.

The selected architect is to coordinate and manage projects and play an active role in the Spokane Tribe's strategic team. The Architect will, or in some instances assist the construction management team to develop schedules; analyze project construction estimates; analyze alternative designs; analyze cost models; understand labor conditions; advise on the most appropriate construction techniques; and provide value engineering and life cycle costing.

To be considered responsive, proposals must be received on or before the closing date and time stated in this RFP. The Tribe reserves the right to reject any or all submitted proposals in its discretion, and to modify or cancel this request for proposal. Proposals may be delivered by:

Postal services, to the following address – P.O Box 100, Wellpinit WA, 99040

Emailed to the following – Nathan.Ayala@spokanetribe.com

Faxed to the following number - 509-458-6589

Hand delivered to the following address - 6195 Ford Wellpinit Road, Wellpinit WA, 99040

All liability for costs incurred by any individual or firm in preparing their proposal, expended during the selection process, or otherwise incurred prior to the receipt of an executed contract will be the responsibility of the individual or firm. Proposals must remain valid and irrevocable for a period of not less than sixty (60) days after the deadline stated in this RFP.

## **2. CONTACT PERSON**

Inquiries concerning the RFP and Project can be made to:

Nathan Ayala  
Property/Purchasing Manager  
(509) 458-6550  
Spokane Tribe of Indians  
6195 Ford Wellpinit Road, Wellpinit, WA99040

During the review of submitted proposals the Tribe reserves the right, where it may serve the Tribe's best interest, to request additional information or clarification from proposers or allow the correction of errors or omissions. At the discretion of the Tribe, ARCHITECT FIRMS submitting proposals may be requested to make oral presentations and/or attend interviews.

The Tribe reserves the right to retain all proposals submitted and proposals become the property of the Tribe. Submission of a proposal indicates acceptance by the ARCHITECT FIRM of the conditions contained in this RFP.

### **3. TERM OF ENGAGEMENT**

The awarded architect firm or individual will enter into a contract with the Spokane Tribe for the scope of work listed in this RFP for the duration of the available funding or two years.

### **4. SCOPE OF WORK**

General: The architectural firm being selected through this Request for Proposal process will enter into an agreement with the Spokane Tribe to provide architectural services related to projects at various stages from pre-design to post-construction. The level of service requested will vary based on the scope of any given project.

Based on the requirements of the Tribe the selected firm shall provide architectural services meeting all standards and codes used in design for basic services as required on projects as follows:

- 1) Pre-Design Evaluation
- 2) Cost Estimating / Condition Survey and Report
- 3) Schematic Design
- 4) Design Development
- 5) Contract Documents
- 6) Bidding/Award
- 7) Construction Administration
- 8) Resident Project Representation (RPR)
- 9) Commissioning

The Architect shall:

1. Review existing drawings, plans, and actual conditions, and advise the Tribe on issues of concern in regard to design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.
2. Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
  - a) Attend coordination meetings
  - b) Provide progress prints/cost estimates (labor and materials) at appropriate intervals
  - c) Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested)

Provide architectural design drawings which shall include all components and accessories

3. Assist in the bidding phases:
  - a) Attend pre-bid and pre-construction meetings
  - b) Answer questions/clarifications during bidding
4. Review and evaluate submittals and claims for extra costs.
5. Inspect the construction site and actively participate in on-site construction meetings. Advise the Tribe regarding interpretations of contract documents and payments to contractors.
6. Conduct and assist the Tribe for substantial completion by preparing a punch list and conducting a final inspection.

## **Detail/Phases:**

### **1.Pre-Design Evaluation**

Consult with the Tribe and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared by the Tribe, recommending any necessary revisions.

### **2. Cost Estimating / Condition Survey and Report**

Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary for project work. Measure and verify floor plans and equipment locations in the existing building. Review existing system replacement studies (if applicable), analyze building components, heating/cooling load requirements, City floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition. Prepare probable construction cost estimates to assist the Tribe in the preparation of Capital Improvement Program requests for internal use. As part of the investigation, identify and document issues pertaining to any future project (accessibility, operations impact, etc.). Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance at request of the Spokane Tribe.

### **3.Schematic Design**

Upon receipt of written notification to proceed, prepare schematic designs for review and approval by the Tribe. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending Tribal review of report, comments and Notice to Proceed.

### **4.Design Development**

After the approval of the final schematic design submission, the Tribe shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and approvals as required. Advancement to next design phase pending Tribal review of report, comments and Notice to Proceed.

### **5.Contract Documents**

Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the Tribe and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the Tribe's review and approval. Provide for approval by the Tribe, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Conditions, project specifications and working drawings

for the Project. The bid documents are to conform with Tribal Standards wherever applicable.

## 6. Bidding / Award

The Architect is to assist the City in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation awards, evaluating alternate bids, and preparing a construction contract, as well as: Assist in the evaluation of product or systems substitutions. Prepare addenda for City advertisement/issuance.

## 7. Construction Administration

Provide during the construction contract to be entered into by the Tribe for the construction of the project, to the satisfaction of the Tribe, periodic architectural services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the Tribe.

Conduct a preconstruction conference after receipt of a written request to do so from the Tribe. Such preconstruction conference shall include at least the Architect, or its authorized representative, the contractor(s), authorized representatives of the City, as well as representatives of any other public or private agencies which the City determines should be in attendance. At the preconstruction conference, the Architect shall:

Observe that all necessary permits and licenses have been obtained prior to work commencement.

Raise for discussion and decision, the manner in which the construction will be administered by itself and the Tribe, the scheduling of construction, and any and all other issues or questions which in the opinion of the Architect or the City must be settled before the start of construction. Before convening the preconstruction conference, the Architect shall confer with an authorized representative of the Tribe concerning the agenda and who is to attend.

Prepare and distribute minutes within a specified time following the meeting.

Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an Estimate of Construction Cost consistent with the Tribe's funding requirements in a format acceptable to the Tribe. The Estimate of Construction Costs shall document approved change orders (CO's) and any and all anticipated changes to the construction cost on an individual prime contract basis and indicate contingency balance.

Recommend necessary or desirable changes (adds and credits) to the Tribe, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Tribe. If they are accepted, review change orders for the Tribe's authorization. There shall be no change in the scope of the work or in materials specified by the Architect until approval for such change has been given in writing by the Tribe.

Determine, based on the Architect's inspections and the contractor's applications for payment, the amount owing to the contractor and will issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Architect will also represent to the Tribe that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents. Review and make recommendations to the Tribe on any claims received from contractors.

Make visits to the job site (at a frequency dictated by specific project) during power service cut and rerouting for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the Tribe and to parties designated by the Tribe within a specified time period. Where field condition differs from contract documents or disputes arise, the Architect shall resolve issues satisfactorily to the Tribe.

Issue punch list(s) and re-inspect as necessary, coordinate warranty submissions with manufacturers. Following the contractor's completion of the punch list, conduct final inspections in conjunction with the Tribe. The Architect shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the Tribe, or other Agency approvals, shall be required as a condition for the acceptance of the work by the Tribe.

Furnish to the Spokane Tribe, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the Tribe with Auto CAD files in a format acceptable to the Tribe and one set of reproducible drawings. Secure and transmit to the Tribe all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.

#### 8. Resident Project Representation (RPR)

If requested, furnish during the construction period, a full-time or part-time Resident Project Representative, as required under the supervision of a licensed professional engineer or licensed architect of the Architect. The qualifications of the personnel shall be subject to approval by the Tribe.

Prepare a daily diary or log book, recording the hours worked on the job site, weather conditions, list of visiting officials, daily activities, decisions, manning levels by trade, observations in general, and specific observations in more detail (as in the case of observing test procedures). At the completion of the Project, the aforementioned diary or log (or certified copy) shall be delivered by the Architect to the Tribe.

#### 9. Commissioning

The Commissioning agent will develop and coordinate the execution of the testing plan, observe and document performance of the improvements, system integration and functionality in accordance with the documented design. This shall include testing and observing the operation and function of all components and controls involved in the new systems, including an assessment of responsible parties for correcting any problems and errors in the system.

The agent will also review submittals, and start up procedures, witness testing of selected pieces of the system, oversee training and system documentation and review, and approve Operation and Maintenance Manuals from the contractor for completeness. The agent will provide the Tribe a written Final Commissioning Report

#### **Agreements:**

The Tribe's intent is to retain an architectural firm with the qualifications and staff resources necessary to perform the services outlined in this document for a minimum of two years.

Payment for services is anticipated to be on the basis of an approved hourly rate schedule. The magnitude of services will vary by project.

The Tribe may request a fee proposal prior to commencing any approved project. The Tribe may utilize a professional services agreement outlining mutual promises prior to commencing any approved project. The Tribe will reserve the right to approve additional architectural firms for projects as it deems necessary.

#### GENERAL REQUIREMENTS

1. The Architect's firm, including principals, project managers, and key personnel shall have

relevant experience with similar work and shall be competent to perform the services required under this RFP.

2. The work contemplated is professional in nature. It is understood that the Architect, acting as an individual, corporation, or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Washington, and shall be governed by the professional ethics of said professions in its relationship to the Spokane Tribe.
3. It is understood that all reports, information, or data prepared or assembled by the Architect shall be confidential in nature and shall not be made available to any individual or organization, except the Spokane Tribe, without the prior written approval of the Spokane Tribe of Indians.
4. The Architect shall be financially solvent. The Tribe reserves the right to request information to determine solvency.
5. The Architect shall be responsible for complying with local, state, tribal, and federal codes, legislation procedures, and regulations affecting work in their professional area

**Interested Vendors: A general example of the Spokane Tribe’s “Professional Service Agreement” to be used for this agreement will posted on the Spokane Tribe Website.**

## **6. PROPOSAL INFORMATION**

**All proposals shall include the following information:**

PRE-QUALIFICATION To be considered as eligible to submit a Proposal, Bidder must be legally licensed under applicable laws in the State of Washington.

1. Statement of Work: Please provide a statement demonstrating of a clear understanding of the objective and scope of work directly relevant to the Architect position.
2. Project Team: Please provide a description of your company and provide a resume of each key team member who will be involved in the Project, and a description of his/her specific role(s). Also, please state if any of the team members are Native American and their Tribal membership.
3. Work Plan Summary: Please provide an outline summarizing the proposed Project consisting of tasks involved in the Project. The task descriptions should be in sufficient depth to afford the Tribe a thorough understanding of the proposed scope of work. This should include a description of the performance measurement techniques, data sources, and analytical methods planned to be used in completing the Project.
4. Prior Experience: Please submit a statement of all similar projects completed. The projects should be identified and the name of the client shown, including the name, addresses and phone number of the responsible official of the client company, the total cost of the project and a description of your company's role in the project. This

information will be considered confidential and shall not extend beyond the Tribe or its direct agents.

5. References: Please provide at least three references for which you have successfully completed a project similar in scope to the Project. Please include the name of the responsible individual, his/ her title and phone number, his/ her company, and the associated project. This information will be considered confidential and shall not be disclosed beyond the Tribe or its direct agents
6. Statement of Potential Conflicts of Interest: The Architect must disclose any contracts, services rendered, relationships, circumstances, or interests between the firm, its consultants, or subcontractors and other clients that could pose any conflicts of interests, influence judgment or impair objectivity, or give the appearance of such conflicts related to this Project. If there have been no such relationships, a statement to that effect is to be included in the proposal.
7. Fee Proposal: Please provide a fixed fee bid for the Phases activities described in this RFP. Include in the description of fees and costs any projected expenses and any expense multipliers that will be applied.
8. Time Estimates: An estimated timeline indicating the total time required from date of commencement of the work until completion of the scope of work.
9. Statement of Confidentiality: Please include a certification acknowledging that during the course of the Project, the progress or preliminary findings of the Owner's Representative shall not be disclosed to any party other than the Tribe or its assigned representatives and all findings shall be treated as proprietary information.
10. Incurring Costs: All liability for costs incurred by any individual or firm in preparing their proposal, expended during the selection process, or otherwise incurred prior to the receipt of an executed contract will be borne by the individual or firm. Please include a statement acknowledging this in the proposal.
11. Professional Licenses. Please describe all current, applicable professional licenses.
12. Suspension/Debarment: Please indicate if your company or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
  - a Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal, state or tribal agency.
  - b Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal, state or tribal agency within the past 10 years.
  - c Does have a proposed debarment pending; or has been indicted, convicted,

or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 10 years. For any condition noted, indicate to whom it applies, initiating agency, and dates of action.

## **7. PROPOSAL EVALUATION CRITERIA**

All proposals received shall be subject to evaluation by the Tribe. The following areas of consideration will be among those used in making the selection:

1. Understanding of the Tasks and Responsibilities: This refers to the Owner's Representative 's understanding of the Project objectives, and the nature and scope of the work involved.
2. Qualifications: This includes the demonstrated ability of the architect firm to meet the terms and requirements of the RFP in a qualified and timely manner. The firm should possess knowledge and background in accordance with the Scope of Work requirements.
3. Soundness of Approach Emphasis here is on the techniques used, the sequence and relationships of major steps, the methods of performing the Project, and the thoroughness of task identification and development.
4. Fees, Expenses, and Expense Multipliers: This area will be weighed, but it will not be the sole determining factor. However, the Tribe encourages respondents to provide the most competitive but realistic pricing possible and to clearly identify how expenses, expense multipliers, and overhead are charged.
5. Potential Conflicts of Interest/ Independence: In order to ensure an independent Project and provide maximum credibility to the recommendations, proposals will not be accepted that could pose any conflicts of interests, influence judgment or impair objectivity, or give the appearance of such conflicts.
6. Native Priority: Priority in selection will be given to Native-owned companies and companies with Native employees.
7. Reference Checks The Tribe may consider current or past performance as determined by Reference Checks.
8. Prior Tribal Experience: Priority in selection will be given to companies with past experience working with tribes.

## **8. SCORING OF PROPOSALS**

Personnel from the Spokane Tribe will review and score the proposals received. The Tribe may award a contract to the ARCHITECT FIRM whose proposal is deemed to be most advantageous, in the sole discretion of the Tribe. The following elements will be reviewed and scored for each proposal:

1. **Responsiveness, Reliability, Responsibility and Technical Qualifications**
  - a. ARCHITECT FIRM's responsiveness, reliability, responsibility, technical qualifications, skill, knowledge, and experience in similar projects will be considered under the review.  
Maximum Points: 40
  
2. **Fees and Immediate Availability**
  - a. Cost of services provided by the ARCHITECT FIRM will be considered under this criterion. In addition, the promptness of delivery of services will be factored into consideration of cost for services.  
Maximum Points: 20
  
3. **ARCHITECT FIRM's References**
  - a. ARCHITECT FIRM should provide 3 references, providing names, addresses and telephone numbers for the Tribe to contact.  
Maximum Points: 5
  
4. **Indian Preference**
  - a. 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 quote in order to secure Indian-owned preference. A successful ARCHITECT FIRM 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.  
Maximum Points: 10
  
5. **Evidence of Completeness and Quality of Project Plan**
  - a. The extent to which the ARCHITECT FIRM describes the steps it will take to perform all work necessary to ensure it meets the standards sufficient for complete operation of the Project(s).  
Maximum Points: 25

It is the responsibility of the ARCHITECT FIRM to provide evidence that it is qualified to perform the required work expected within this RFP. Evidence of qualifications may include, but are not limited to financial resources, production or service facilities, personnel, service reputation and experience adequate to make satisfactory delivery of the services described in this RFP. The failure of a ARCHITECT FIRM to supply such information is grounds for a determination that the ARCHITECT FIRM is not qualified to perform the services described in this RFP. ARCHITECT FIRM's performance regarding Native American and M/WBE placements will be considered for this and future contract awards. ARCHITECT FIRM shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

## **9. PROPOSAL CONFIDENTIALITY**

Until the award is made and notice is given to all ARCHITECT FIRMS, no employee, agent, or representative of a submitting ARCHITECT FIRM shall make available or discuss its proposal with any officer, member, employee, agent or representative of the Tribe other than

the Contact Person, except in response to inquiries from the Contact Person. Until the award is made and notice of award is given to all ARCHITECT FIRMS, the Tribe will not disclose the contents of any quote or discuss the contents of any quote with any ARCHITECT FIRM

## **10. PROPOSAL SUBMISSION REQUIREMENTS**

Any proposal received after the closing date and time or submitted to another department will be considered non-responsive. No liability will be attached to the Tribe for the premature opening of, or the failure to open, any quote not properly addressed and identified.

All pricing must be guaranteed for ninety (90) days. The awarded ARCHITECT FIRM will be required to purchase a Spokane Tribal Business License before the completion of the contract if one is not currently carried; please contact the Tribe's TERO office for more information regarding the Spokane Tribal Business License. The Tribe shall not be responsible for any expenses incurred by the ARCHITECT FIRM in responding to this request for proposal. All costs incurred by the ARCHITECT FIRM in the preparation, or transmittal, in response to this proposal will be borne solely by the ARCHITECT FIRM. All submitted quote and/or information in their entirety will become the property of the Tribe.

The Tribe may in its sole discretion waive any informalities or minor defects, reject any and all proposals, or cancel or modify this RFP. All costs related to proposal submissions are the sole responsibility of the proposer. No relationship or obligation between the Spokane Tribe and any proposer shall arise from the submission or review of a proposal. The Spokane Tribe reserves all rights regarding this RFP and the Project, including but not limited to sovereign immunity.

## **11. OTHER REQUIREMENTS**

Proposals shall include the following information regarding 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 %\_\_\_\_\_.

## **12. GENERAL INFORMATION FOR PROPOSERS**

- The awarded ARCHITECT FIRM shall oversee the construction and certification of all facilities related to the Project(s) to ensure compliance with all regulatory and legal entities and requirements, and that all work is performed in a workmanlike manner.

- Any proposal may be withdrawn prior to the above closing date and time. Any proposals received after the time and date specified shall not be considered.
- If the ARCHITECT FIRM 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.
- Any staff changes from the ARCHITECT FIRM's original proposal must be approved by the Spokane Tribe in writing.
- Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the request for proposal will be handled in accordance with applicable Spokane Tribal procurement regulations. Data contained in the quote, all documentation provided therein, and innovations developed as a result of any contractual services cannot be copyrighted or patented by ARCHITECT FIRMS. All data, documentation, and innovations become the property of the Spokane Tribe.
- No modification of submitted proposal will be permitted in any form after the closing date and time.

### **13. COVENANTS AGAINST KICKBACKS**

1. 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.
2. 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.
3. 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.
4. By submitting a proposal in response to this RFP, ARCHITECT FIRM represents, warrants, covenants and agrees that neither ARCHITECT FIRM 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. ARCHITECT FIRM further warrants, covenants and agrees that neither ARCHITECT FIRM 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.

### **14. RESERVATIONS**

#### **THE SPOKANE TRIBE OF INDIANS RESERVES:**

1. The right to reject any or all proposals, to serve in the best interest of the Spokane Tribe.
2. The Tribe may waive any informalities or minor defects or reject any and all quotes.
3. The Tribe may cancel this RFP at any time for any reason. The Tribe may reject any and/or all proposals for any reason as determined by the Tribe.
4. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Tribe.
5. 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's services which are in the opinion, of the Spokane Tribe, to be of unacceptable quality.

6. The Spokane Tribe reserves all sovereign rights and immunities, and each proposer agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss related to this RFP.

## **15. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Proposers shall certify 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.

**END OF REQUEST FOR PROPOSALS**

**ATTACHMENT B  
COST PROPOSAL FOR ARCHITECTURAL CONSULTANT SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the Tribe's current requirements, as set forth in section Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI).

Employee	Hourly Rate	Hours Worked	Total Cost	Overtime Rates
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

Total Estimated Annual Price	\$
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