



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*  
1881 - 1981

## REQUEST FOR PROPOSAL

FOR

## Construction Management Services

RFP21-008

BY

**SPOKANE TRIBE OF INDIANS**

Contact	Nathan Ayala
Phone	(509)458-6550
Opening Date	3/24/21
Closing Date	<del>4/7/21</del> Extended 4/15/21
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 construction management firms ("CM") to act as the Tribe's Owner's Representative and provide professional construction management services for projects to 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 construction management services for future projects such as extending water lines, upgrading sewer 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.

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, CMs 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 CM of the conditions contained in this RFP.

### 3. TERM OF ENGAGEMENT

The awarded CM will enter into a contract with the Spokane Tribe for the scope of work listed in this RFP for the duration of the Project.

### 4. SCOPE OF WORK

The Owner's Representative will be responsible to provide exceptional project leadership, including but not limited to: Construction Design Analysis, Construction Cost Estimates, Construction Management (including Contractor Selection, Pay Application Review, and Project Closeout), Project Cost Tracking, and Statutory, Regulatory, and Local Regulation Compliance (including Code Review and Mitigation). The Owner's Representative will seek timely guidance and direction from and shall report to the Tribe on a regular and timely basis. During all phases of the scope of work, the Owner's Representative shall manage all activities of the Project Architect, contractors, subcontractors, inspectors, engineers, and consultants. The goal of the Owner's Representative is to improve project delivery time, control costs, and ensure quality by keeping multiple, interrelated project components in sync, on time, and within budget.

The Owner's Representative duties and tasks will include:

- **Pre-Construction Phase**
- Some of the projects may have begun so some of the Pre-Construction tasks will not be required.
  - a. Budgeting: Work with the Tribe and partners such as the Architect, engineers, operational consultants, and legal counsel ("Project Team") to develop a detailed budget for the Project. Some Project budgets have been completed so a review of the budgets will be required.
  - b. Project Scoping: Work with the Project Team to develop a detailed set of recommendations as to the Project scope and amenities. The Owner's Representative should review all existing studies and plans to determine their viability and make adjustments using the current market and site information gathered by the Project Team as needed.
  - c. Ingress/ Egress: Assist Architect, Builder and Engineer to determine how site access may impact operations and what operational needs there may be necessitating specific ingress/egress plans.
  - d. Act as the Tribe's representative in interacting with all members of the

Project Team and third parties, provide overall coordination between the Tribe, Architect, Builder and their consultants, agencies having jurisdiction and others, as necessary and related to the design of the Project.

- e. Assist the Tribe in making final decisions about the design direction while ensuring alignment of design within budget, schedule, sustainability, project requirements, quality objectives, owner-furnished items, and scope.
- f. Prepare or determine that a full program of Project requirements has been prepared and approved by the Tribe.
- g. Ensure all necessary permits, approvals, and any regulatory requirements are known and obtained through coordination with the Architect, Builder, and all applicable regulatory entities.
- h. During the review and approval of the Program, develop a Total Project Budget ("Budget") covering all hard and soft costs, taking into account the budget adjustments and contract progress and final payments, as well as non-construction related procurements along with contingency funds.
- i. Develop a Master Project Schedule ("Schedule") for all major activities of all parties from the pre-design phase through occupancy.
- j. Assess whether the Program, Budget, and Schedule are feasible and compatible with one another, and assist in efficiently resolving any compatibility issues.
- k. Assist with review of proposed contracts between Architect, engineers, contractors, or consultants and the Tribe. All contracts shall be approved by the Tribe prior to execution.
- l. Provide overall coordination between the Tribe, Architect, Builder, and their consultants, and agencies having jurisdiction and other Project Team members to ensure the continuity and progress of the Project.
- m. Track and report schedule progress to the Tribe and the Project Team as a whole.
- n. Throughout the design phases and construction, coordinate the approval process of all deliverables with all stakeholders for the Project.
- o. Review the final construction bid documents prepared for the Project.

- p. Attend pre-bid, bid opening and post-bid meetings and assist in the evaluation of the bids received for construction.
- q. Conduct cost analyses and cost control procedures with verification of the Builder's estimates and quotes. Analyze Construction Documents and specifications for the preparation of accurate time, cost, material, and labor estimates to assist in developing accurate project construction costs.
- r. Track schedule adherence and advise the Tribe and other parties on any necessary recovery scheduling.
- s. Assist the Architect, Builder, Engineer, and Consultants in completing design details for the Project, including value engineering processes and final budget.
- t. Review the Builder's insurance and performance/payment bond submittals.
- u. Recommend and assist the Tribal contact with the issuance of a construction Notice to Proceed.

- **Construction Phase**

1. Provide overall coordination between the Tribe, Architect, Builder and their consultants, agencies having jurisdiction and other Project Team members to ensure the continuity and progress of the project.
2. Participate in pre-construction conferences. Monitor and enforce compliance with applicable provisions of the Tribe's Procurement Policy to obtain local labor and materials.
3. Attend construction progress meetings and pre-installation conferences.
4. Coordinate and manage inspections of work performed by the Architect, Builder, Engineer, and/or separately engaged inspectors required by the Tribe.
5. Ensure all necessary testing, permits, and approvals have been obtained and any regulatory requirements are met through coordination with the Builder and with all applicable regulatory entities.
6. Review the Builder's weekly construction progress schedule and advise the Tribe of any issues.

7. Review change requests, progress and final payments for the Builder team, Engineer, vendors or others associated with the design and construction of the Project.
8. Ensure necessary plan checks and inspections are conducted according to Project requirements.
9. Report Project progress to the Tribal contact on a regular basis and the Tribe's Council on a scheduled basis.
10. Report any non-conforming work, safety problems, or regulatory issues to the appropriate Project Team members and the Tribe.
11. Provide a status report to the Tribe each month or as often as directed.
12. Coordinate the Tribe's FF&E and systems work scope.
13. Review all applications for progress and final payments from the Architect, Builder, and Engineer along with any other vendors or providers of services, make payment recommendations, and report progress and any pertinent information to the Tribe.
14. Assist the Tribe in obtaining occupancy certificates and closing out the various Project contracts and assemble warranties, manuals, and other Project records that will be retained.
15. Ensure a complete regimen of commissioning and testing is performed with the acceptance criteria, documentation, and necessary training outlined.
16. Compile equipment/system operational information and maintenance schedules for use following Project completion.

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

## **5. PROPOSAL INFORMATION**

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

1. Statement of Work: Please provide a statement demonstrating of a clear understanding of the objective and scope of work directly relevant to the Owner's Representative 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 Owner's Representative 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 Pre-Assessment and Construction Phase 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.

## 6. 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. Owner's Representative's Qualifications: This includes the demonstrated ability of the Owner's Representative to meet the terms and requirements of the RFP in a qualified and timely manner. The Owner's Representative 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.

## 7. SCORING OF PROPOSALS

Personnel from the Spokane Tribe will review and score the proposals received. The Tribe may award a contract to the CM 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. CM'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 CM 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: 15
3. **CM's References**
  - a. CM 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 CM 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 CM describes the steps it will take to perform all work necessary to ensure it meets the standards sufficient for complete operation of the Project.

Maximum Points: 30

It is the responsibility of the CM 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 CM to supply such information is grounds for a determination that the CM is not qualified to perform the services described in this RFP. CM's performance regarding Native American and M/WBE placements will be considered for this and future contract awards. CM shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

## **8. PROPOSAL CONFIDENTIALITY**

Until the award is made and notice is given to all CMs, no employee, agent, or representative of a submitting CM 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 CMs, the Tribe will not disclose the contents of any quote or discuss the contents of any quote with any CM

## **9. 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 CM 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 CM in responding to this request for proposal. All costs incurred by the CM in the preparation, or transmittal, in response to this proposal will be borne solely by the CM. 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.

## **10. 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 %\_\_\_\_.

## **11. GENERAL INFORMATION FOR PROPOSERS**

- The awarded CM shall oversee the construction and certification of all facilities related to the Project 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 CM 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 CM'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 CMs. 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.

## **12. 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, CM represents, warrants, covenants and agrees that neither CM 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. CM further warrants, covenants and agrees that neither CM 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.

### **13. 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.

### **14. 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**