



# 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-  
Domestic Violence (DV) Program-  
Modular Office**

**Bid NO.FY24-006**

BY

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

### KEY INFORMATION

Contact	Trina Andrew
Phone	509-458-6550
Opening Date	11/30/2023
Closing Date	<del>12/11/23</del> EXTENDED 12/21/2023
Return Location	Purchasing/Property Manager
Delivery Address	6195 Ford/Wellpinit Rd
	Wellpinit WA 99040
	PO Box 100
E-mail	Trina.andrew@spokanetribe.com

## I. INTRODUCTION

The SPOKANE TRIBE OF INDIANS (Spokane Tribe, STOI, Tribe) is requesting bids from reasonable, responsive, responsible, persons with the ability to provide the Tribe with a Modular Office facility for our Domestic Violence Program.

There are no expressed or implied obligations 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 responsive, responsible, reliable, qualified, and possessing the ability to complete the entire project, your complete proposal must be received by Trina Andrew, Purchasing/Property Manager, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 or via email (trina.andrew@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 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.

**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 responsible for providing the agreed upon services/ and or 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 proposal. All technical questions will be addressed and relayed back to vendor by the purchasing/property director:

Trina Andrew  
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

Jolene Walette  
Purchasing Specialist  
509-458-6503  
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 Domestic Violence Program is seeking bids from reasonable, responsive, responsible, qualified, persons possessing the ability to provide the Tribe with a Modular Office facility for our Domestic Violence Program. This project is funded by the Spokane Tribal Domestic Violence Program and U.S. Treasury ARPA funds, 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 completed forms in Attachment A along with a price sheet.

## 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 % \_\_\_\_.

### **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, Domestic Violence 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 proposal 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 proposal 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 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 proposal with any vendor.

### **Irregularities in Bids**

The STOI may, at their discretion, waive technical irregularities in the proposal 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**

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 needed)**

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 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 RFB.

**VI. SUBCONTRACTING**

No Subcontracting will be permitted under this award.

**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 proposal, 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 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.

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 FY24-0063**

**Spokane Tribe of Indians Domestic Violence  
Program-  
Modular Office**

Company Name: \_\_\_\_\_

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

Primary Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Scope of Work**

**Summary** – This Contract is for services located at 6211 B Ford Wellpinit Rd. Wellpinit, WA 99040 on the Spokane Indian Reservation. The contract is for the purchasing, delivery, and installation of a modular office facility for our Domestic Violence Program. The following are the specifications needed for the facility:

1. 24'X60' modular with kitchen, bathroom, and shower
2. 4-5 offices 12'X12'
  - a. 1 will be used as a sleeping nook
3. Reception area
4. Common area 36'X24'
5. Closed Common area 24'X24'
6. Kitchen for staff and potential DV victims (individuals/families)
7. Staff restroom
8. Restroom for DV victims with a shower
9. Laundry hookups
10. 80lb snow-load roof
11. Install tie downs
12. Block and level



In addition to the above specifications, the modular must also follow the following U.S. Department of Justice Bureau of Justice Assistance (BJA) Office for Victims of Crime (OVC) minimum construction requirements and recommendations:

Permanent Modular Facilities  
Minimum Construction Requirements and Recommendations  
(20 to 30-year facility life)

BJA and OVC Permanent Foundation Requirements:

The following Permanent Modular/Manufactured Home Facility “Requirements” shall supersede HUD and Tribe preferred codes and requirements:

1. Soils testing and geotechnical foundation recommendations are required.
2. A Professional Licensed Structural Engineer shall design all Permanent Foundation Systems.
3. A Permanent Foundation System shall use reinforced concrete piers and/or crawl space structural steel column supports and shall be welded/bolted to both the concrete pier(s) and Modular steel frame(s).
4. The Modular structure and foundation shall be designed to meet specific site location and code for dead/live load, wind, and seismic conditions.
5. **As a minimum, the modular/manufactured structure shall be permanently supported on reinforced concrete or steel piers to a depth of one foot below local frost depth.** Piers shall be located under the modular steel frames, under the modular perimeter and marriage wall(s) floor framing.
6. When a crawl space is not required or in areas where winter frost is not a problem, an acceptable and alternative concrete foundation system such as a slab on grade with thickened haunches would meet BJA requirements. The thickened haunches should be one foot below local frost depth at modular perimeter and marriage walls. Foundation design should be coordinated with the modular manufacturer’s utility locations.
7. At a minimum the perimeter of the modular crawl space (24-inch clear depth) shall be skirted with a one foot wide, four-inch-deep perimeter concrete footing, treated framing lumber, and skirting to match modular siding (if possible), with Resistance to Heat Flow (R) R19 insulation board or foam board. If winter conditions are severe, additional water and sewer piping may require electrical heat tracing (tape).
8. A “permanent” front entrance shall be constructed of concrete steps, a concrete landing, and a concrete ramp. The front entrance to a permanent Justice Facility shall be Americans with Disabilities Act (ADA) compliant.
9. Steel or aluminum steps, landings and ramps as allowed by ADA code can be installed at other exterior doors.
10. **Concrete block or cinder block shall not be used as a “permanent” foundation support structure for a Modular/Manufactured Home facility.**

**Building Codes:**

**“Modular” Building Codes:**

The Tribe shall decide which code they are required or prefer to follow:

- International Building Code (IBC), state, county, or local/city code

**“Manufactured Home” Building Codes:**

Manufactured Homes shall follow HUD Guidelines and the following link to the Code of Federal Regulations Title 24 Part 3280:

<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-XX/part-3280>

In addition to the above BJA Grant Foundation “Requirements” items 1-10, the following United States Department of Housing and Urban Development (HUD) guidebook link for HUD “Permanent Concrete Foundations for Manufactured Homes is an acceptable HUD Code to follow for “permanent” DOJ-BJA grant-funded facilities:

**Except: No use of non-grouted and unreinforced concrete block piers or any use of cinder block are allowed.**

[https://www.hud.gov/program\\_offices/administration/hudclips/guidebooks/4930.3G](https://www.hud.gov/program_offices/administration/hudclips/guidebooks/4930.3G)

## **BJA Modular and Manufactured Homes Structure and Site Recommendations (If the Grant Budget allows)**

### **Foundations**

11. Concrete perimeter foundation stem wall with R-19 insulation board or foam.
12. Embed 2”x 4” treated wood nailers in the exterior surface of the perimeter concrete foundation stem wall to allow installation of cement fiber board siding to match modular siding.

### **Floor structure**

13. 2”x 10” @ 16” on center (OC) floor joists
14. Glued ¾” sub floor and ¼” underlayment board for 1” two-layer subfloor
15. Optional two steel channels or beams for modular or trailer transporting

### **Exterior wall structure**

16. Exterior 2”x 6” studs @ 16” OC with cement fiber board siding or equal

### **Interior wall structure**

17. 2”x 4” studs @ 16” OC
18. Sheetrock taped and textured and two coats of paint

### **Roofing system**

19. A Professional Licensed Structural Engineer shall design the roof structure and hold down requirements for specific project site location code considering dead/live load, wind, and seismic conditions
20. Minimum ¼” sloped trussed 24” OC roof
21. ½” roof sheathing, tar paper or equal, nailed asphalt three-tab shingle OR membrane, modified bitumen, or standing seam metal roof

### **Energy efficiency**

22. Synthetic high-density polyethylene fiber synthetic sheeting air and water barrier or equal, batt or blow-in insulation.
23. Minimum, R-38 ceiling, R-19 exterior walls and R-19 floors (or all higher if regional energy code requires).
24. Energy efficient Light-Emitting Diode (LED) lighting fixtures.

### **Fire/smoke detection, alarm, and suppression**

27. Fire/smoke detection and alarm system capable of remotely alarming offsite
28. Fire extinguisher(s) and cabinet(s)
29. Wet or dry fire suppression if required by code
30. 24/7 sleeping reintegration facilities or clinics: A Professional Licensed A/E should review the Owners facility program and make recommendation of applicable building code occupancy rating and if a fire sprinkler suppression system is required. If fire sprinkler system is required, A/E shall review the project site water system flow rate and pressure to assess if the project water supply is adequate.

**ATTACHMENT B**  
**COST PROPOSAL FOR SPOKANE TRIBE DV PROGRAM MODULAR OFFICE**

Provide a cost proposal including all costs associated with your company being able to successfully complete this project 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 if applicable. The Proposer should include any and all costs associated with the successful completion of this project.