



Spokane Tribe of Indians

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

CENTURY OF SURVIVAL

1881 - 1981

REQUEST FOR PROPOSAL

FOR

Sp'q'n'i? Broadband Services (SBS) 1 Wireless Broadband Site Project

RFP24-002

BY

SPOKANE TRIBE OF INDIANS

Contact	Trina Andrew
Phone	(509)458-6550
Opening Date	11/30/2023
Closing Date	12/29/2023 by 4p.m. EXTENDED 1/30/2024 by 4pm
Return Location	Spokane Tribe Purchasing/Property Department
Delivery Address	Spokane Tribe of Indians 6195 Ford/Wellpinit Road PO Box 100 Wellpinit WA, 99040
Email	Trina.andrew@spokanetribe.com

Introduction

The SPOKANE TRIBE OF INDIANS is requesting proposals from responsive, responsible, and qualified firms for **one wireless broadband infill site** on the Spokane Tribe of Indians Reservation.

On behalf of the Spokane Tribe of Indians we hereby request proposals from vendors/contractors possessing the ability to perform the required tasks as described below.

To be considered responsive, responsible, reliable, qualified, and possessing the ability to complete the entire project, your proposal must be received by Trina Andrew, Purchasing/Property Manager(s), Spokane Tribe of Indians, on or before the above closing date and time. 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 - Trina.andrew@spokanetribe.com

Faxed to the following number - 509-458-6589

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

Vendors/Contractors are strongly encouraged to carefully read the entire request for proposal. The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. This project is federally funded and as such certain requirements exist under the funding regulations. There are no expressed or implied obligations for the Spokane Tribe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Contact Person

Inquiries concerning the request for proposal and the subject of the request for bids can be made to:

(NOTE: please include both individuals with questions)

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

During the review of all submitted proposals The Spokane 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, vendors submitting proposals may be requested to make oral presentations.

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 vendor of the conditions contained in this request for proposal.

Term of Engagement

Awarded vendor will be obligated and authorized to sign and/or enter into a contract with the Spokane Tribe for the scope of work listed in this request for proposals for the duration of the project.

Scope of Work

Please recall the site is located at the following coordinates:
Drum Road Infill Site: Coordinates: 47.950037, -117.971937

A. The Scope of Work will include:

- i. A clearly defined plan for the construction, creation, and completion of 1 wireless broadband infill tower site on the Spokane Indian Reservation.
- ii. Weekly update meetings on the progress of the project. The date and time of these meetings will be determined by the contractor and our tribal telecom employees.
- iii. A complete set of tower and site documents with all the necessary components identified, for proper tower and site maintenance.
- iv. A full walk-through inspection upon completion of the project.

B. Tower Construction

- i. Before the tower construction, there will be an onsite review of the landscape for the tower site location. In this project, the awarded vendor will be utilizing an existing Rohn tower as part of the construction build.
- ii. Removal of 18" Rohn stackable tower from the Spokane Tribe of Indians Indiana Building (1025 W Indiana Ave, Spokane, WA 99205).
- iii. Removal of any other necessary parts/pieces regarding the tower equipment from the Spokane Tribe of Indians Indiana Building.
- iv. Transport of the useful tower equipment from the Spokane Tribe of Indians Indiana building (1025 W Indiana Ave, Spokane, WA 99205) to the Drum Road Infill Site.
- v. Determine power solution for the site.
- vi. Work with local power provider for power needs.
- vii. Review the current tower locations on the Spokane Indian Reservation. This new infill site should resemble the current tower site shelters and tower infrastructure.
- viii. Plan, design and build the tower with the highest rated and highest quality tower steel and other proper equipment.
- ix. Plan, design and build the tower so that other wireless equipment (e.g., radios, repeaters, etc.) can be attached to it for future growth. For more information reach out to the Spokane Tribe of Indians (STOI) public works director.
- x. Plan, design and build site shelters for the network equipment to be placed.
- xi. Plan, design and build a fence around the site locations to protect the site from potential harm.
- xii. Determine the cost for the entire completion of the sites themselves.

C. Equipment Purchasing and installation

- i. The awarded contractor will purchase the necessary equipment that will coincide with the current 2.5 wireless broadband internet infrastructure on the Spokane Indian Reservation.
- ii. All equipment will be similar, if not exact, to the equipment at the current tower sites.

- iii. All equipment will be reviewed and approved of by the Spokane Tribe of Indians (STOI) public works director.
- iv. Installation of the equipment will occur immediately as each piece of equipment arrives.
- v. The placement of the equipment will be reviewed and approved of by the Spokane Tribe of Indians (STOI) public works director. The goal is to provide the best service for the customers residing in these infill locations.
- vi. All installation work must follow proper local and state safety laws. Especially electrical installation work.

D. Labor and supplies cost

- i. All tower equipment must be regulated according to local and state laws.

E. MANDATORY REQUIREMENTS

- i. The vendor will provide and execute the infill site buildout plan.
- ii. The construction and implementation of the site will have to follow all necessary safety protocols.
- iii. The vendor will provide a schedule indicating key milestones and completion date.
- iv. The vendor will deliver a thoughtful and detailed plan around communication and maintenance training.

F. TESTING

- i. After the contractor indicates that a site has been fully completed with all necessary equipment installed, there will be a proper signal test performed for the tower-to-tower radio shot and for the tower to home radio shots. Each signal test should have the most optimal output for best use.
- ii. If any problems are found during the testing period, the contractor will implement the proper fixes for the problems.
- iii. After all known problems have been resolved or at the end of the testing period, whichever is later, the tribal telecom team and any other parties involved will perform testing on their end.

Proposal shall include and identify any estimated costs, unknown costs, assumptions and contingencies, with a best effort to clearly describe each issue as well as provide any recommendations.

PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION PROCESS

To be considered responsive to this RFP, each Proposer is required to submit their proposal for the work in written form. The Selection Committee will consider each proposal relative to the needs of the Tribe as described in this RFP, SOW, and the Contractor's response to each aspect of the Work. Scoring by the Selection Committee of the submitter's written proposal to produce a total score and ranking of individuals.

- Qualifications - Present qualifications to complete the Work as described in the SOW. Demonstrate capability of providing all services anticipated within the SOW.
- Project Management - Present the process by which the Proposer will establish and maintain effective project management throughout the course of the Work. Include cost and task tracking mechanisms proposed to keep Work on schedule, within budget, and of professional quality.
- Technical Proposal - Provide a narrative discussion of your relevant experience with Finance/Accounting Consulting and plan for the Work in sufficient detail to demonstrate the Proposer understands key objectives for each project/task described herein and has developed a logical strategy for resolution.
- Business Proposal. Provide itemized hourly rates and per diem/travel rates, and other relevant cost information.

Proposals prepared in accordance with the RFP/SOW and received by the closing date and time will be opened, reviewed and scored by the Selection Committee, and a recommendation will be made to Tribal Council for formal acceptance. Scoring of proposal submittals will be based on the following criteria:

1. **Compliance with specifications of RFP – 1-30 points.**
2. **Cost vs Services Provided 1-30 points**
3. **Proposed Completion Time 1-30 points**
4. **Tower Construction 1-20 points**
5. **Response from references – 1-20 points**
6. **Past work experience – 1-20 points**

Proposal Requests

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.

The Spokane Tribe reserve the right to determine whether or not a vendor is responsive, responsible, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

1. The skill and experience demonstrated by the vendor in performing agreements of a similar nature.
2. The vendor's record for honesty and integrity.
3. The vendor's capacity to perform in terms of facilities, personnel and financing.
4. The vendors past performance with the Tribe or other tribes

All pricing must be guaranteed for ninety (90) days. The awarded vendor 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 at 509-258-7100 for more information regarding the Spokane Tribal Business License.

The Tribe may in its sole discretion waive any informalities or minor defects or reject any and all proposals.

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__X_ If yes % _____.
- Can your firm be classified as a Minority Owned Business? YES___ NO__X_ If yes % _____.
- Can your firm be classified as a Woman Owned Business? YES___ NO__X_ If yes % _____.

OTHER REQUIREMENTS

- Please provide at least three (3) relevant professional references as a part of the proposal
- Please provide proof of Professional Liability Insurance and other necessary insurances to perform the work listed in the Scope of Work.

Insurance Requirements

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.

Awarded vendor will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor’s negligence in the performance of its duties under this RFP and any signed agreements.

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

SUBCONTRACTING

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

Describe any plans to “partner” with another vendor to meet implementation needs. If your approach includes **the use of one or more additional vendors or sub-contractors, please provide a detailed explanation of their role on the project.** In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please be advised that a single, joint response should be submitted for this RFP. Additional vendors, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements and legal obligations required of your company.

The Spokane Tribe reserves the right to reject any and all sub-contractors included in proposals.

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

Cost Proposal

The Contractor shall submit a detailed Cost Proposal that includes the proposed guaranteed maximum dollar amount for performance of all work and services.

The dollar proposal should contain all pricing information relative to performing the requirements within the request for proposals as described. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The Tribe will not be responsible for expenses incurred in preparing and submitting the technical proposal and such costs should not be included in the proposal.

If it should become necessary for the Spokane Tribe to request the firms to render any additional services to either supplement the services requested in this request for proposals or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the contract between the Spokane Tribe and the firm. Any such additional work agreed to between the Spokane Tribe and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar proposal.

Incurred Expenses

The Spokane Tribe shall not be responsible for any expenses incurred by vendor in responding to this RFP. All costs incurred by vendor in the preparation, transmittal or presentation of any quote or material submitted in response to this RFP will be borne solely by the vendor, and submission of a proposal does not create any legal rights or entitlements for any vendor. All submitted proposals and/or information in their entirety will become property of the Tribe.

Proposal 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 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 vendors, the Tribe will not disclose the contents of any quote or discuss the contents of any quote with any vendor

BONDING REQUIREMENTS (If applicable)

All submitted proposals must have a bid bond of 5% of the submitted price. The bond must be made to the Spokane Tribe of Indians as assurance the vendor will, if selected, enter into contract with the Spokane Tribe of Indians to complete the entire project as specified in this document. Bonds will be returned to each vendor after a final award and all contract documents are in place.

The selected contractor must obtain a performance bond for 100 percent of the original contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all contractor's obligations under such contract. If the contract price increases, the bond amount shall be increased accordingly.

The contractor must obtain a payment bond for 100 percent of the original contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. If the contract price increases, the bond shall be increased accordingly.

Responsibility of Vendor

It is the responsibility of the vendor 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 vendor to supply

such information, as part of this RFP, is grounds for a determination that the vendor is not qualified to perform the services described in this RFP.

Information to Interested Vendors

- Awarded vendor shall oversee the construction and certification of all facilities related to the scope of this work to ensure compliance with all regulatory and legal entities and requirements; all work shall be performed in a workman like 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.
- The vendor should provide an affirmative statement that it is independent of the Spokane Tribe.
- The vendor should also list and describe the (or proposed subcontractor's) professional relationships involving the Spokane Tribe 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.
- 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 vendors. 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.
- Submitter must be able to describe the steps he/she would take in order to complete the project as defined in the executed Services Agreement Contract in a timely manner

COVENANTS AGAINST KICKBACKS

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

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

RESERVATIONS

THE SPOKANE TRIBE OF INDIANS RESERVES:

1. The right to reject any or all quotes, 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.

**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.

Contractor

By:

Name:

Title:

END OF REQUEST FOR PROPOSAL