



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*

1881 - 1981

**Request for Qualifications  
For 3yr. Architectural & Engineering Services  
for the Spokane Tribe of Indians  
Proposal No. #24-005**

**Opening Date: 1/29/2024**

**Closing Date: 2/29/2024**

**CONTACT**

TRINA ANDREW

Spokane Tribe of Indians

PURCHASING/PROPERTY DEPARTMENT

6195 FORD/WELLPINIT RD

PO BOX 100

WELLPINIT WA 99040

## **SECTION 1: GENERAL INFORMATION**

### **1.01 Description**

The Spokane Tribe of Indians (STOI) is requesting proposals from experienced, responsive, responsible, and qualified Architectural & Engineering (A&E) firms to provide design, engineering, planning, and development services on a fee-for-service contract basis. The purpose of this engagement is to supplement Tribal resources to complete multiple projects in a three-year period. The STOI may choose to contract with one or more of the responding firms. All projects will be subject to applicable tribal, federal, contract, or grant rules and regulations.

### **1.02 Background**

There is no expressed or implied obligation for the STOI 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 one hundred (100) days from the closing date.

To be considered for the engagement, one master copy and three additional copies of the proposal must be received by Trina Andrew, Purchasing/Property Manager, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the above closing date and time. The STOI reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the STOI Finance Department, Administration Department, and the Purchasing/Property Department.

At the discretion of the STOI, firms submitting proposals may be requested to make oral presentations as a part of the evaluation process.

During the evaluation process the STOI reserves the right, where it may serve the STOI best interest, to request additional information or clarifications from proposers or allow corrections of errors or omissions.

The STOI reserves the right to retain all proposals submitted and any information in the proposal regardless of whether that proposal is selected for a contract. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the STOI and the firm selected.

### **1.03 Purpose of RFQ**

The purpose of this RFQ is to solicit Statements of Qualifications (SOQ) from A&E firms licensed to business in Washington State to provide at-large fee-for-service architectural and engineering services to the STOI. The instructions on the SOQ preparation, required information/documents, and eligibility requirements are provided herein.

### **1.04 STOI Background Information**

The STOI is a federally recognized Indian Tribe and sovereign governmental entity established through Executive Order of the President of the United States on January 18, 1881. The STOI vision is to achieve true sovereignty by attaining self-sufficiency. We will preserve and enhance our traditional values by living and teaching the inherent principles of respect, honor,

integrity as embodied in our language and life-ways. We will utilize effective stewardship of our human, financial and natural resources. We will develop strong leadership through education, accountability, experience and positive reinforcement. There is a central administrative unit headquartered in Wellpinit, Washington. In Wellpinit we administer 214 programs which provide services to tribal members and other local area community members.

The STOI oversees multiple programs that will utilize the selected firm's services under the awarded contract. The selected firm will be responsible for tracking all programs using services and bill each program separately and according to contract prices. The selected firm will also be responsible in providing the Spokane Tribe Purchasing/Property Department with copies of all documents for each program serviced. The selected firm will not be responsible for posting or awarding of third-party bids or proposals. All services for bid, proposals, or quotes will be conducted through the STOI Purchasing/Property Department, unless specifically requested by the Executive Director, Administrative Director, or Purchasing/Property Department.

## **SECTION 2: TERMS AND CONDITIONS**

### **2.01 Questions Regarding RFQ**

Requests for interpretation/clarifications of the RFQ document must be made in writing and submitted to Trina Andrew. All oral communications will be considered unofficial and non-binding. Allow seven (7) days for processing written questions received. All questions must be submitted no later than 10 days from the RFQ Closing Date, and all questions and responses thereto will be available for review by all Responders.

### **2.02 RFQ Amendments**

STOI reserves the right to request any Responder to clarify its SOQ or to supply any additional material deemed necessary to assist in the evaluation of the SOQ.

STOI reserves the right to change the RFQ schedule or issue amendments to the RFQ at any time. All such addenda must be acknowledged and will become part of the RFQ. STOI also reserves the right to cancel or reissue the RFQ in its sole discretion, and no Responder shall receive any entitlement as a result of any change to or reissuance of the RFQ.

No modification of submitted proposals will be permitted in any form by any Responder after the closing date and time. Any proposal may be withdrawn prior to the closing date and time.

Any proposal may be withdrawn prior to the above scheduled time. Any proposal received after the time and date specified shall not be considered.

### **2.03 Rejection of SOQs**

STOI reserves the right in its sole discretion to reject any or all SOQ proposals, to waive any minor informalities or irregularities contained in any SOQ, and to accept any SOQ deemed to be

in the best interest of the Spokane Tribe.

**2.04 Equal Opportunity Requirements**

STOI is an equal opportunity employer and requires all SOQ Responders to comply with policies and regulations concerning equal opportunity. The A&E Firm, in the performance of the Contract, agrees not to discriminate in its employment because of the employee’s or applicant’s race, religion, national origin, ancestry, sex, age, or physical handicap.

**2.05 Other Compliance Requirements**

In addition to the nondiscrimination requirements previously listed, the A&E Firm awarded a contract shall comply with Tribal, Federal, State and local laws, statutes and ordinances relative to the execution of the work.

**2.06 Ownership of Documents**

Any reports, studies, conclusions, drawings, specifications, schedule/cost submittals, or other documents or information related to the RFQ and/or the project prepared by the A&E Firm shall become the property of STOI.

**2.07 Confidentiality of Information**

All information and data furnished to the A&E Firm by STOI and all other documents to which the A&E Firm employees have access during the term of the Contract, shall be treated as confidential to the Spokane Tribe. Any oral or written disclosure to unauthorized individuals is prohibited, and all disclosures by the A&E Firm must be approved in advance by STOI.

Information provided by an A&E Firm in response to the RFQ will, to the extent allowed by law, be held in confidence and will not be revealed or discussed with competitors. All material submitted by respondents shall not be returned and shall be retained by STOI as a matter of record.

**2.08 Indemnification, Bonding, and Insurance**

Upon selection and as part of contract negotiations, the A&E Firm candidate will be expected to provide appropriate insurance documentation, payment and performance bonds, and agree to indemnification provisions typically associated with such projects.

The selected firm will be required to provide certificates of insurance for:

1. 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.

Selected firm will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by a firm’s negligence

in the performance of its duties under this RFQ and any signed agreements.

2. 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.
3. Workers' Compensation as required by Washington State law.

It is understood that the coverage and limits referred to under Section 2.8 1., 2., and 3. above shall not in any way limit the legal liability of a contracted firm. Firms shall furnish the Tribe with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFQ.

### **2.09 Manner of Payment**

Payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar bid proposal. Interim billings shall cover a period of not less than a calendar month.

### **2.10 Safety**

The selected A&E Firm and its subcontractors shall comply with all applicable regulations pertaining to safety including but not limited to OSHA standards and regulations.

### **2.11 TERO**

As part of STOI's strategic economic development program, the Spokane Tribe Tribal Employment Rights Ordinance (TERO) may apply to future projects performed on or near the Spokane Tribe of Indians Reservation.

### **2.12 Independence**

The firm should provide an affirmative statement that it is independent of the Spokane Tribe of Indians.

### **2.13 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 of Indians.

Please describe any plans to "partner" with another vendor or firm to meet implementation needs. If your approach includes the use of one or more additional vendors, firms, 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 RFQ. Additional vendors, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements (e.g., not transmitting tribal data outside of the United States) required of your company.

## **2.14 Reservations**

The Spokane Tribe of Indians reserves 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 services which are, in the opinion of the Spokane Tribe, of an unacceptable quality. The selected firms agree to hold harmless the Spokane Tribe from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other contractors at the prevailing market rate for such services) which may be imposed upon, incurred by or asserted against the Spokane Tribe by reason of any of the following: any negligent or tortious act, error, or omission attributable in whole or in part to the vendor or any of their employees, vendors, or agents, now existing or hereafter created.

The Spokane Tribe of Indians reserves the right to cancel any agreement due to any failure by the firm or their employee(s) to perform their obligations either implied or expressed under this contract/agreement. The selected A&E firm agrees that it is their responsibility, not the responsibility of the Spokane Tribe, to safeguard the property and material that is used in performing this contract/agreement. Further, the firm agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the performance under the contract.

## **SECTION 3: REQUESTED SERVICES**

### **3.1 Duration of Services**

The STOI is soliciting the services of architectural and engineering firms on a task-specific basis. The firm should be prepared to respond with appropriate technical staff on an as needed basis within 48 hours of the initial request.

The selected A&E firms will be obligated and authorized to sign and/or enter into a contract with the STOI in regards to the scope of work listed in this request for qualifications for a minimum of 3-years. The STOI may elect to extend the contract for one additional year. Additionally, the selected A&E firm will be required to submit annually performance data for services provided to the Spokane Tribe of Indians and an updated SOQ as may be requested by the Tribe.

### **3.02 Scope of A&E Services**

The scope of the A&E services includes, but are not limited to, the following:

- Evaluation of existing conditions and preparation of an engineering and/or architectural report outlining recommendation for appropriate action of projects as requested.
- Prepare concept plan(s) and cost estimates as required.
- Provide topographic surveying related services for the collection of information to be utilized in the preparation of construction plans or as required.

- Prepare specifications and engineer’s construction budget estimate as required.
- Provide coordination with contractors, utilities, and stakeholders in the preparation of construction plans and during construction if required.
- Provide quality control in the field by providing observation services for the oversight of the work performed by contractors as required.
- Review as-built drawings at the completion of projects for record purposes as required.
- Provide project documentation and reporting, including progress reports, cost updates, meeting notes, and other communication as requested.
- Provide project close-out services, including review of contractor project documentation.

Additionally, requests for any and/or all work to be completed by the selected firm will be processed through the Spokane Tribal Purchasing/Property Department. The selected firm will be responsible for preparing and submitting detailed Scopes of Work, timelines, lists of deliverables, and cost breakdowns for each request. When such work is finalized and approved by the Executive Director or Tribal Council by resolution the request for work will be added to the contract by an approval letter authorizing services to begin.

**3.03 Proposed Contract Arrangement:**

STOI is seeking a qualified A&E Firm to provide continuous architectural and engineering services for multiple projects as requested by STOI and its discretion. STOI will provide a contract form appropriate to the agreed engagement(s).

**3.04 Tax Exemption:**

Various projects will be constructed on lands held in trust by the United States Federal Government on behalf of the Spokane Tribe, and are therefore exempt from Washington State Sales Taxes for work delivered on trust lands.

**SECTION 4: SUBMITTAL REQUIREMENTS**

**4.1 General**

Each respondent will be required to provide the information in this Section 4 and as outlined below. Please organize your answers in accordance with the outlined format. Substitute documents will not be accepted. However, once you have addressed all the required items as outlined below, you may supplement your response with further information as you may deem appropriate.

Inquiries concerning the RFQ and its content must be made to:

Trina Andrew  
 Purchasing/Property Manager  
 509-458-6550  
 Spokane Tribe of Indians  
 P.O. Box 100  
 6195 Ford/Wellpinit Rd

Wellpinit, WA 99040

Proposals must (1) demonstrate an understanding of the services to be provided, (2) describe your approach, and (3) provide a statement of cost according to a fee-for-service type use.

The proposal should be prepared simply, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.

#### **4.2 Technical Proposal Elements**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide the STOI and its departments architectural and engineering services. The substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The technical proposal should address all the points outlined in the request for proposals excluding any cost information, which should only be included in the sealed fee proposal.

The proposal shall include a signature of the firm by any partner, officer, or employee who certifies that he or she has the authority to bind the A&E Firm is to be provided as well as names and resumes of key personnel including support staff who will be assigned to the project.

There should be no dollar units or total costs included in the technical proposal document.

A master copy (so marked) of a Technical Proposal and three copies to include the following:

1. Title Page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. Table of Contents.
3. Year firm was established and by whom.
4. Identify your firm's ownership and if your firm is Native-American owned and/or to what extent Native-Americans may participate in your company.
5. Number of offices and employees at each location for each of the last five (5) years up to the present. Temporary site offices may be excluded.
6. Current workload for each of your offices including all viable projects for which you have contracts for completed construction.
7. List the name and qualifications of the persons who will be the primary personnel for projects at all levels. Include the firm executive, field staff, and any other staff involved



of the day-to-day efforts on behalf of your team. Provide for each a complete and current resume including at least the following:

- a. Employee name
  - b. Year with the firm
  - c. Education, professional credentials, licensing, and affiliations
  - d. Current workload
8. Provide 3 references of persons who have worked with the same primary personnel as described above for the type of contract work in this proposal.
  9. Provide a statement identifying and summarizing all legal action(s) including claims, litigation, arbitrations, or regulatory/licensing matters in which you are currently involved as a plaintiff or defendant, and the dollar amount(s) in dispute. Provide the current status of the ongoing legal actions.
  10. Provide full disclosure regarding any material circumstance that would influence STOI and that may be normally discovered during the due diligence course of our verification of your qualification statement, including but not limited to any debarments or for-cause terminations within the past 10 years.
  11. Provide full disclosure of any current or proposed business transaction between A&E firm and any STOI officer, employee or any other Tribal entity which may give rise to a claim of conflict of interest the firm shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.
  12. Provide a statement from your consulting accountant (in-house staff statements will not be accepted) regarding your firm's financial health and stability.
  13. A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred days.

#### **4.3 Cost Proposal Elements**

The proposer shall submit one original proposed dollar amount in a separate sealed envelope marked as follows: **SEALED COST PROPOSAL STOI FOR ARCHITECTURAL & ENGINEERING SERVICES (DATE)**. Proposers should send the completed proposal consisting of the separate envelope to the following address:

Trina Andrew  
Purchasing/Property Manager  
Spokane Tribe of Indians  
P.O. Box 100  
Wellpinit, WA 99040

The cost proposal should contain all pricing information relative to performing the

architectural and engineering services as described in this request for proposals. The proposed cost structure is to contain all direct and indirect costs including all out-of-pocket expenses.

The STOI will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed cost proposal. Such costs should not be included in the proposal.

The first page of the cost proposal should include the following information:

1. Name of Firm
2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit a proposal and sign a contract with the STOI.
3. An outline of fees and/or other expenses that will be billed.

If it should become necessary for the STOI to request the selected firm 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 set forth in an addendum to the contract between the STOI and the firm, and any such additional work agreed to between the Spokane Tribe of Indians and the firm shall be performed at no greater than the same rates set forth in the schedule of fees and expenses included in the sealed cost proposal.

#### **4.4 Experience**

The proposal should state the size of firm, the size of the firm's staff, the location of the office from which the work for the Spokane Tribe is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and number and nature of the staff to be so employed on a part-time basis.

If the Proposer is a joint venture or consortium, the qualification of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted if applicable. Additionally, the firm should:

1. Indicate the projects you have done for Native American clients.
2. Provide a description of your experience and knowledge of architecture and engineering for Native American Tribes and/or projects located in rural areas. Explain your experience in working with Native American clients, contractors, subcontractors, suppliers, and labor if applicable.
3. Explain your experience in working in winter conditions with heavy snow, high ground water, and poor soil conditions.
4. Provide a minimum of four (4) references from clients for architectural and engineering services. References should not include any STOI personnel or programs.
5. List all prior engagements with the Spokane Tribe of Indians, if applicable, within the last five years, ranked on basis of total staff hours. For each engagement, the firm should indicate

the Scope of Work, data, engagement partners, total hours, the location of office from which the engagement was performed, and the name and telephone number of the principal contact for each project or engagement listed.

6. 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 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.

## **SECTION 5: SELECTION PROCESS**

Cost will not be the primary factor in the selection of an Architecture & Engineering firm.

### **5.01 Process**

1. Receipt and review of proposals.
2. Interview (shortlist) selected contractors, if necessary.
3. Select A&E Firm.

Contract negotiation with the highest ranked Architectural & Engineering Firm shall be directed toward obtaining a written agreement regarding fees, self-performed work, on and offsite overhead costs, and other expenses and responsibilities typically assigned to the A&E Firm. Negotiations with the highest-ranked A&E Firm may be formally terminated if they fail to result in a contract within a reasonable amount of time as determined by STOI in its sole discretion. Negotiations will then ensue with the second-ranked A&E firm, and so on, until the negotiations result in a contract or the termination of the process by STOI in its sole discretion.

### **5.02 Criteria**

Criteria to be used by the STOI in evaluation of proposals will include the following:

1. Relevant experience of the Architectural & Engineering firm in working on similar projects.
2. Qualifications of personnel to be directly involved with this project.
3. Demonstrated understanding and intended compliance by A&E firm of the STOI and TERO requirement for Native American participation in proposed services.
4. On and offsite overhead costs, and other expenses and responsibilities typically assigned to the A&E firm.
5. Specialized qualification of the A&E firm and its team members.

**END OF RFQ – CERTIFICATION STATEMENT FOR PROPOSALS FOLLOWS**

**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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

\_\_\_\_\_  
Printed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

– OR –

I am unable to certify to the above statements. My explanation is attached. I understand my explanation will be taken into account at the discretion of the Spokane Tribe of Indians.