



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*

1881 - 1981

## REQUEST FOR PROPOSAL

FOR

## Owner's Representative Services for New Facilities Construction

RFP26-010

BY

SPOKANE TRIBE OF INDIANS

Contact	Raynee St. Pierre, Property & Purchasing Manager
Phone	(509) 458-6550
Opening Date	February 12, 2026
Closing Date	February 26, 2026 @ 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	<a href="mailto:raynee.stpierre@spokanetribe.com">raynee.stpierre@spokanetribe.com</a>

## 1. INTRODUCTION

The Spokane Tribe of Indians (“Tribe”) is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified, responsive, and responsible firms to serve as the Tribe’s Owner’s Representative (“OR”) and provide professional construction management and project advisory services for the design and construction of a new Early Learning Academy, (“Academy or Project”) located on the Spokane Indian Reservation in Wellpinit, Washington.

The Spokane Tribe of Indians is a sovereign Tribal nation with longstanding cultural, historical, and geographic ties to the Spokane River and surrounding region. The Tribe’s traditional homelands extended from present-day Spokane to near the Idaho border, west to the confluence of the Spokane and Columbia Rivers, and south to Cow Creek near present-day Ritzville. The Spokane River has historically been, and remains, central to the Tribe’s identity, culture, and way of life. In January 1881, President Rutherford B. Hayes formally established the Spokane Indian Reservation, significantly reducing the Tribe’s land base. Today, the Spokane Indian Reservation encompasses approximately 160,000 acres and serves as the cultural, governmental, and economic headquarters of the Tribe.

In support of long-term community development and investment in children and families, the Tribe is undertaking the development and construction of the Academy to serve as the permanent home for the Tribe’s Head Start and Early Learning programs. The Academy is intended to support children ages 0–6 years through a safe, engaging, and culturally grounded learning environment.

The Academy will include, but is not limited to, multiple early learning classrooms, administrative offices, staff support spaces, a full commercial kitchen, a gymnasium suitable for indoor activities and small gatherings, and outdoor play areas designed to support educational, developmental, and cultural programming needs.

The Tribe intends to utilize federal funding sources to complete the Academy . As a result, the selected OR must demonstrate experience with federally funded construction projects and comply with all applicable federal regulations, grant requirements, program guidelines, funding limitations, and reporting standards.

The selected OR will serve as an extension of the Tribe’s project delivery team and will be responsible for providing professional oversight and coordination throughout all phases of the project, including architectural and engineering design, pre-construction, procurement, construction, and project closeout. The OR will act in the Tribe’s best interest by supporting schedule management, cost control, consultant coordination, quality assurance, risk mitigation, and compliance monitoring to ensure successful project delivery.

Services will be authorized in accordance with the final approved scope and contract and are anticipated to commence as soon as possible after contract execution, subject to contract execution.

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 proposals, waive informalities,

and to modify or cancel this RFP at its discretion.

Proposals may be delivered by:

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

Emailed to the following – **raynee.stpierre@spokanetribe.com**

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

The Tribe does not provide compensation for RFP responses, and 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 can be made to:

Raynee St. Pierre, Property & Purchasing Manager  
(509) 458-6550  
Spokane Tribe of Indians  
6195 Ford Wellpinit Road, Wellpinit, WA 99040

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, ORs 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 OR of the conditions contained in this RFP.

## **3. TERM OF ENGAGEMENT**

The selected OR shall enter into a Professional Services Agreement, ("PSA") with the Tribe for the provision of Owner's Representative and construction administration services associated with the design and construction of the Academy.

The PSA defines the general terms and conditions governing the OR's services. Services include those necessary to support the architectural and engineering design, pre-construction, construction, and project closeout phases of the Academy, as further defined in this RFP and the final negotiated scope of work.

All services shall be performed in accordance with the approved project scope, schedule, and budget, and shall be subject to Tribal authorization and availability of funding. No services beyond the approved scope shall be performed without prior written authorization from the Tribe.

The term of engagement shall commence upon execution of the PSA and shall remain in effect through completion of the project, including final closeout, unless extended or terminated in accordance with the terms of the PSA.

This RFP and resulting PSA are issued solely for the Early Learning Academy project. The Tribe makes no representation or commitment regarding future projects or additional services beyond those identified herein.

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

The OR will be responsible to provide exceptional project leadership, including but not limited to: Construction Design Analysis, reviewing Construction Cost Estimates, Construction Administration Contractor Selection, Pay Application Review, and Project Closeout, Project Cost Tracking, and Statutory, Regulatory, and Regulatory Compliance (including Code Review and Mitigation). The OR will seek 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 OR shall oversee on behalf of the Owner the activities of the Project Architect, contractors, subcontractors, inspectors, engineers, and consultants. The goal of the OR is to improve project delivery time, control costs, and ensure quality by keeping multiple, interrelated project components in sync, on time, and within budget, and ensure proper contractor performance in accordance with applicable Tribal and federal requirements.

The OR duties and tasks may include, but are not limited to, the following:

##### **i. Pre-Construction Phase**

Some parts of the project may have commenced at the time the OR receives a signed PSA; in such cases, certain pre-construction tasks may not be required.

- Support site assessments, feasibility studies, and project programming as directed by the Tribe.
- Work with the Tribe and Project Team, including architects, engineers, operational consultants, and legal counsel, to develop, review, and reconcile detailed project budgets. Budgets shall include hard costs, soft costs, contingencies, and non-construction procurements.
- Develop and refine project scope and amenities by reviewing existing studies and plans, evaluating their viability, and adjusting recommendations based on current market and site conditions.
- Assist the Architect, Builder, and Engineer in evaluating ingress and egress impacts to operations and identifying required site access and operational accommodations.
- Act as the Tribe's representative in coordinating with all members of the Project Team, third parties, and agencies having jurisdiction throughout the design process.
- Assist the Tribe in making informed decisions regarding design direction while ensuring alignment with approved scope, budget, schedule, sustainability goals, quality objectives, and owner-furnished items.
- Prepare or confirm that a complete program of project requirements has been developed and approved by the Tribe.
- Help identify all applicable permitting, regulatory, code compliance, and funding

requirements and coordinate with the Project Team and regulatory entities to ensure requirements are addressed and approvals obtained.

- Develop and maintain a Total Project Budget and assess compatibility between the program, budget, and schedule; assist in resolving any identified conflicts.
- Develop and maintain a Master Project Schedule using recognized critical path scheduling methods from pre-design through occupancy.
- Coordinate constructability reviews, value engineering, cost analyses, and cost control procedures, including verification of builder estimates and quotes.
- Track and report schedule progress to the Tribe and advise on recovery strategies when necessary.
- Assist with review of proposed contracts between the Tribe and architects, engineers, contractors, and consultants; all contracts shall be approved by the Tribe prior to execution.
- Coordinate the review and approval process for all design deliverables with Tribal stakeholders.
- Review final construction bid documents prior to advertisement.
- Review builder insurance and performance and payment bond submittals and provide recommendations to the Tribe.
- Recommend and assist the Tribe with issuance of a construction Notice to Proceed.

**ii. Bidding and Procurement Phase**

- Assist the Tribe with preparation of bid packages and construction procurement documents, including Requests for Proposals (RFPs) and Invitations for Bids (IFBs), in accordance with Tribal procurement requirements.
- Conduct and/or participate in pre-bid conferences, bid openings, and post-bid meetings; respond to bidder inquiries as directed by the Tribe.
- Evaluate bids and proposals, participate in contractor interviews, and provide written recommendations to the Tribe.
- Support the Tribe in contractor selection and contract award processes in accordance with Tribal policies and applicable funding requirements.

**iii. Construction Phase**

- Act as the Tribe's representative and primary point of coordination during construction, providing overall coordination between the Tribe, Architect, Builder, consultants, inspectors, and agencies having jurisdiction to ensure continuity and progress of the Project.
- Participate in pre-construction conferences and attend construction progress meetings and pre-installation conferences as required.
- Monitor and enforce compliance with approved plans, specifications, schedule, budget, quality standards, applicable codes, and the Tribe's Procurement Policy, including requirements related to local labor and materials where applicable.
- Monitor construction progress through regular site visits; review the Builder's weekly construction progress schedules and advise the Tribe of any issues or required recovery actions.
- Coordinate and manage inspections, testing, and plan checks performed by the Architect, Builder, Engineer, and/or separately engaged inspectors, and ensure all required permits, approvals, and regulatory requirements are satisfied.
- Review and make recommendations regarding change requests, pay applications, progress

payments, final payments, use of contingency and allowance funds, and claims submitted by the Builder, Architect, Engineer, vendors, or other service providers.

- Report Project progress to the designated Tribal contact on a regular basis and to the Tribe's Council on a scheduled basis, including written status reports with schedule, cost, and quality updates.
- Identify, document, and report any non-conforming work, safety concerns, failure to meet contractual responsibilities, or regulatory issues to the appropriate Project Team members and the Tribe.
- Coordinate the Tribe's FF&E, technology, and building systems work scopes to ensure proper integration with construction activities.

**iv. Post-Construction Phase**

- Manage project closeout activities, including development, tracking, and completion of punch lists.
- Coordinate commissioning, testing, final inspections, and occupancy approvals in accordance with Project requirements.
- Assist the Tribe in obtaining certificates of occupancy and closing out Project contracts.
- Ensure receipt, organization, and delivery of as-built drawings, warranties, operation and maintenance manuals, commissioning documentation, and other required closeout records.
- Ensure required training is completed and documentation provided for Tribal operations and maintenance staff.
- Compile equipment and system operational information and maintenance schedules for use following Project completion.
- Assist with final cost reconciliation, final payment calculations, and overall contract closeout.

**v. General Requirements**

- Provide qualified personnel with demonstrated experience in projects of similar size, scope, and complexity.
- Maintain insurance and licensing as required by the Tribe and as identified in the PSA
- Utilize project management, scheduling, and reporting tools as required by the Tribe to support transparency and timely decision-making.
- Coordinate with Tribal departments, stakeholders, and project partners throughout all phases of work.

## **5. PROPOSAL INFORMATION**

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

**5.1 Statement of Work:** Please provide a statement demonstrating a clear understanding of the objective and scope of work directly relevant to the OR position.

**5.2 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.

**5.3 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 detail 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.

**5.4 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.

**5.5 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

**5.6 Statement of Potential Conflicts of Interest:** The OR 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.

**5.7 Fee Proposal:** Please provide a fee schedule for the Pre-Construction 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.

**5.8 Time Estimates:** An estimated timeline indicating the total time required from date of commencement of the work until completion of the scope of work. Details about the Early Learning Academy project will be shared with awarded OR. A time estimate should include estimated times for services on similar projects and scopes.

**5.9 Statement of Confidentiality:** Please include a certification acknowledging that during the course of the Project, the progress or preliminary findings of the OR shall not be disclosed to any party other than the Tribe or its assigned representatives and all findings shall be treated as proprietary information that is only shared with the Tribe and its authorized representatives.

**5.10 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.

**5.11 Professional Licenses:** Please describe all current, applicable professional licenses.

**5.12 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 AND SCORING CRITERIA

All responsive proposals received shall be evaluated by the Spokane Tribe of Indians. Proposals will be reviewed on a comparative basis, and the Tribe may award a contract to the OR whose proposal is determined to be most advantageous to the Tribe, in the Tribe's sole discretion. No single criterion will be determinative.

Responsiveness, Responsibility, and Technical Qualifications	This criterion evaluates the overall qualifications and capability of the OR to perform the required services. Consideration includes, but is not limited to: Understanding of the Project objectives, tasks, and responsibilities Demonstrated ability to meet the requirements of the RFP in a qualified and timely manner Relevant experience with projects of similar scope, size, and complexity Professional skill, knowledge, reliability, and organizational capacity	Maximum Points: 50
Completeness and Soundness of Project Approach	This criterion evaluates the quality and completeness of the OR's proposed project plan and methodology, including: Soundness of the proposed approach and work plan Clarity of task sequencing, coordination, and execution methods Thoroughness in identifying project tasks and management strategies Demonstrated ability to successfully deliver the Project in accordance with the Scope of Work	Maximum Points: 25
Fees, Expenses, and Immediate Availability	This criterion evaluates the reasonableness and competitiveness of the proposed fees, including: Overall cost of services Clarity and transparency of the fee structure, expenses, and multipliers Ability to promptly initiate services and meet the Tribe's schedule requirements Cost will be considered but will not be the sole determining factor.	Maximum Points: 15
References and Past Performance	This criterion evaluates the quality and relevance of references provided, including demonstrated performance, reliability, and client satisfaction on similar projects. The Tribe may contact references at its discretion.	Maximum Points: 5
Indian Preference / Native Priority	Preference will be given in accordance with 25 U.S.C. § 450e(b)(7) and applicable Tribal law. Consideration will be given to Indian-owned and controlled firms (minimum 51% ownership and control), firms with Native American employees, and firms with	Maximum Points: 5



	prior experience working with Native American Tribes. Documentation supporting Indian preference must be submitted with the proposal.	
ADDITIONAL EVALUATION REQUIREMENTS	The following items will be evaluated on a pass/fail basis and may result in disqualification if not satisfactorily addressed: Disclosure of potential conflicts of interest and demonstration of independence Responsiveness to all RFP submission requirements	TOTAL POSSIBLE POINTS: 100

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

## **7. PROPOSAL CONFIDENTIALITY**

Until the award is made and notice is given to all ORs, no employee, agent, or representative of a submitting OR 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. The Tribe maintains all submissions as confidential information, and proposals will not be shared with other proposers or returned.

## **8. 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 OR will be required to obtain a Spokane Tribal Business License before the completion of the contract if one is not currently carried; please contact the Tribe's Business Licensing/TERO office for more information regarding the Spokane Tribal Business License. The Tribe shall not be responsible for any expenses incurred by the OR in responding to this request for proposal. All costs incurred by the OR in the preparation, or transmittal, in response to this proposal will be borne solely by the OR. 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.

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

## 10. GENERAL INFORMATION FOR PROPOSERS

The awarded OR 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 OR 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 OR'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 ORs. 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.

## 11. 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, OR represents, warrants, covenants and agrees that neither OR 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. OR further warrants, covenants and agrees that neither OR 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.

## **12. 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**