



**SPOKANE INDIAN
HOUSING AUTHORITY**

6403 Sherwood Addition, P.O. Box 195
Wellpinit, WA 99040
(509) 258-4523 Fax: (509) 258-7188

**REQUEST FOR PROPOSAL
NO: MP19-013**

Date Issued: August 30, 2019
Issued by: Marnita Parr, MBA, CPP, & CPPM

Date Proposal Closes: September 26, 2019
Time of Proposal Closing 12:00 (Noon) PM PST

FOR: Journeyman Training Program
AUTHORITY: Spokane Indian Housing Authority Block Grant; Executive Direction

Proposal Contact Information:

Marnita Parr, MBA, CPP, & CPPM
Development/Planning Administrator
Spokane Indian Housing Authority
PO Box 195
Wellpinit WA 99040
509-818-1463
Email: marnita@spokaneiha.com

*******IMPORTANT NOTE*******

Vendors "Must" deliver or mail proposals and/or all documents.

RETURN PROPOSAL TO:

US MAIL

Spokane Indian Housing Authority
Attn: Marnita Parr, MBA, CPP, & CPPM
PO Box 195
Wellpinit WA 99040

COURIER

Spokane Indian Housing Authority
Attn: Marnita Parr, MBA, CPP, & CPPM
6403 Sherwood Addition Rd
Wellpinit WA 99040

INTRODUCTION

The SPOKANE INDIAN HOUSING AUTHORITY (SIHA, Housing) is requesting proposals from interested individuals to increase competency, leadership, work effectiveness, and career development skills for SIHA construction crew and/or employees. Individuals who are reasonable, responsive, responsible, qualified, and a licensed professional who can provide all services based on an hourly rate will be considered. SIHA understands interested vendors may not be able to provide all subjects and/or trainings needed for a complete program; therefore, SIHA reserves the right to award the services in this RFP to multiple firms.

There are no expressed or implied obligations for the Spokane Indian Housing Authority to reimburse responding vendors and/or individuals 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; your proposal submission is your consent to this requirement.

To be considered for the engagement the proposal must be received by Marnita Parr, MBA, CPP, & CPPM, Spokane Indian Housing Authority, P.O. Box 195, Wellpinit, WA 99040 on or before the above closing date and time. The Spokane Indian Housing Authority reserves the right to reject any or all proposals submitted. Selected individuals from the Spokane Indian Housing Authority will evaluate proposals submitted.

The awarded vendor and/or individual will be obligated and authorized to sign and/or enter into a contract with the Spokane Indian Housing Authority in regards to the scope of work.

DESCRIPTION OF THE SPOKANE INDIAN HOUSING AUTHORITY

SIHA is the Tribally Designated Housing Entity “TDHE” of the Spokane Tribe of Indians. Established in 1971 SIHA provides housing and housing opportunities through low-income rental and homeownership programs. SIHA has under management 137 rental units, 57 Mutual Help Homes and 22 additional homebuyer units. SIHA has a Full Time staff of 17 employees and 16 Part Time employees comprised of a Weatherization Crew and a Force Account Crew. SIHA has created Three Bands Construction to perform construction work for hire. The primary sources of funding are from NAHASDA, rental and homebuyer payments, State of Washington Department of Commerce Weatherization Funds (DOE) and Low Income Housing Tax Credits. The Spokane Indian Housing Authority is located approximately 45 miles north of Spokane. There are no hotel facilities available near Wellpinit, WA. The Housing Authority’s operating hours are 6:00 a.m. – 6:00 p.m. Monday – Thursday each week. The Spokane Indian Housing Authority operates under its own policies and procedures as a separate entity from the Spokane Tribe of Indians. However, the SIHA is still under the Spokane Tribal governmental system, which has established its own tribal court system. The awarded vendor will be responsible for adhering to all applicable tribal, federal, contract, or grant rules and regulations regarding the needs to complete the scope of services.

SIHA Construction consists of a project superintendent, development/planning manager, development project manager, lead carpenters, labor/carpenters, laborers, and development/planning administrator. The crew has worked on and completed commercial and residential buildings, which included ground up and rehab work.

For more information on the Spokane Indian Housing Authority, please visit our website at www.spokaneiha.com

PERIOD OF PERFORMANCE

The awarded vendor will contract with SIHA for a period of one (1) year, however at the discretion of SIHA the one-year contract may be extended up to six (6) additional years in yearly increments. According to the below, SIHA has the right to cancel any and/or all contracts at any time within any contract period.

NATURE OF SERVICES REQUIRED

SIHA is creating an employee development-training program to advance its employees to construction journeyman level employees. Vendors must have the ability to create a carpentry apprenticeship and journeyman program from beginning to finish. SIHA wants employees to be placed in the appropriate level for construction programs. The awarded vendor will be required to:

1. Evaluate each employee and position them in the correct level of expertise
2. Develop and train each employee to allow advancement to a Journeyman level carpenter
3. Develop and/or test each employee to insure compliance
4. Tailoring course content to the appropriate audience
5. Identify expected outcomes of classes
6. Have their own training content
7. Provide trainers who are certified to train using 3rd party content
8. Be able and willing to create content based on SIHA needs without charging extra fees for design
9. Provide on-site courses using hands-on, computer access, and hard copy materials. SIHA can provide a computer lab for computer access as needed.
10. Provide a written plan for each employee to obtain journeyman construction status
11. Provide classes and/or courses during days and times scheduled with construction manager to allow employees working hours as well.
12. Provide all required materials such as guides, handouts, books, etc. all in Times New Roman #12
13. Insuring there are not copyright permissions violated

Any curriculum can be standard/"off-the-shelf" but must be customizable to SIHA needs. Training can include a variety of training formats to insure all deliverables are met. These can be either classroom with instructor led training, blended, and/or web based. However, if vendor is proposing a web based training it will be their responsibility to insure the current SIHA software is compatible. SIHA will not be responsible for procuring new software for the training program.

The awarded vendor will have the responsibility of providing all required information and processes for employees to report hours and/or work to appropriate vendors as needed for completion and/or on-going requirements.

Minimum Acceptable Training and Experience

The awarded vendor must have the technical expertise and qualifications in both residential and commercial builds, as well as in class training experience. All trainers and/or individuals involved in the actual training of SIHA employees must be licensed and/or certified contractors. Trainers must be experienced in all Washington State, International, and/or local construction standards. Submissions must include information about instructors, subject matters, methods, and descriptions of the services to be provided to insure employees are able to reach the goals of the contract. Please provide information about previous experiences with this same request.

Required Information

When responding to this proposal, please provide the following information. Your proposal and proposal amount shall remain valid for a period of ninety (90) days from the closing date.

- ❖ Describe your experience and familiarity in providing the type of services requested.
- ❖ Describe what your company will undertake to satisfy the requirements of the services to be provided.

- ❖ Describe any unique services that you or your company will offer the SIHA that will distinguish your company from other proposers.
- ❖ Please include a written acknowledgement that you understand that a Spokane Tribal Business license will be required to be purchased; if you do not hold a current license. For more information regarding a Spokane Tribal Business license, you “must” contact the Spokane Tribe of Indians TERO Department at 509-258-7100.
- ❖ Vendor must be willing to provide a copy of their State driver’s license if awarded.

TECHNICAL PROPOSAL

The proposer shall submit three (3) original technical proposals marked: TECHNICAL PROPOSAL; SIHA MP19-013

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the companies; the technical proposal should demonstrate the qualifications of the vendor and/or individual responding. All proposals must include the following:

- ❖ A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, a statement why the proposer believes itself to be the best qualified to perform the Scope of Work.
- ❖ Title page showing the request for proposal's subject; the vendors name; the name, address and telephone number of a contact person; and the date of the proposal.
- ❖ A statement that the proposal is a firm and irrevocable offer for ninety days after the deadline for submission of proposals.
- ❖ The technical proposal should address all the points outlined in the request for proposal excluding any cost information, which should only be included in a separate location in order to clearly identify cost.
- ❖ The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the request for proposal.
- ❖ A signature of the vendor or of any partner, officer or employee who certifies that he or she has the authority to bind the vendor.
- ❖ References. Provide names of at least three client references who have worked with the same primary personnel as described above for the type of contract work in this proposal. References should not be any Spokane Indian Housing personnel or programs.
- ❖ Provide a statement disclosing any current or proposed business transaction between vendors and/or individual, SIHA employee, which may give rise to a claim of conflict of interest or a statement that none, exists.

Submit all questions and clarification needs in writing to the individual at the email address above. All questions and/or answers will be provided to all vendors receiving the posted RFP. All questions or clarifications will be responded to up to 9:00 AM, September 26, 2019

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

COST PROPOSAL

The proposer shall submit one original cost proposal marked “COST PROPOSAL” SIHA MP19-013

Separate Dollar Amount Proposed

The separate dollar amount proposed should contain all pricing information (hourly rates, etc.) relative to performing the service requested in this proposal. The total maximum price is to contain all direct and indirect costs including all estimated out-of-pocket expenses.

The SIHA will not be responsible for expenses incurred in preparing and submitting the technical proposal or the separate dollar proposal. Such costs should not be included in the proposal.

EVALUATION PROCEDURES

SIHA shall award the contract to the vendor and/or individual whose proposal is most advantageous to the SIHA. Proposals meeting qualifications shall be evaluated solely on the terms listed in the evaluation factors and shall be scored on a scale from one to 100 based on the evaluation factors.

Proposals will be evaluated using the below sets of criteria for a maximum 100. The following represents the principal selection criteria, during the evaluation process.

Methodology to Successfully Providing Services

The services will be assessed for its Responsiveness, Reliability, Responsibly and Technical Qualifications. This rating will focus on:

- | | |
|--|-----------|
| 1. Delivery method of curriculum | 5 points |
| 2. Web based training | 5 points |
| 3. Approach to and understanding of the services requested | 5 points |
| 4. Quality assurance program | 5 points |
| 5. On-site presentation | 10 points |

Maximum Points: 30

Fees and/or Costs

Cost of services provided by the submitter. In addition, the promptness of delivery of service factored into consideration of cost for services.

Maximum Points: 20

Qualifications and experience of proposed trainers and/or instructors

The capabilities of proposers will be determined by

1. Trainer/Instructor qualifications and experience in providing this type of service
2. Knowledge and level of expertise of trainer/instructor in the subject matter
3. Resumes of trainers/instructors

Maximum Points: 15

Qualifications and experience of vendor

The capabilities of submitting vendor will be determined by:

1. Vendors qualifications and experience providing this and/or similar services
2. References (provide at least 3 from similar type process and/or programs)

Maximum Points 15

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.

Maximum Points: 20

GENERAL INFORMATION AND REQUIREMENTS

Schedule of Events

RFP Posting	August 30, 2019
Questions Due By	September 9, 2019
RFP Closing	September 26, 2019
Individual Vendor Submission Meetings	(week of) October 7, 2019
Notification of Vendor Selection	October 11, 2019
Contract and Effective Date	October 25, 2019

Modification, withdrawal, mistakes, and minor informalities

Vendors may modify or withdraw submissions up to closing date and time by emailing the above contact person. Any mistakes, modifications, or minor informalities may be correct up to the closing date and time by submitting a replacement proposal and clearly indicating it supersedes the original submission.

Independence

The vendor and/or individual must provide an affirmative statement that it is independent of the SIHA. In addition, the vendor and/or individual shall give the SIHA written notice of any professional relationships entered into during the period of this agreement.

Proprietary Information

There should not be any restrictions on the use of data contained in any submitted proposal. Proprietary information submitted in response to the Request for Proposal will not be accepted by the SIHA and the submitted proposal will be considered non-responsive. Data contained in the proposal, all documentation provided therein, and innovations developed because of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the SIHA.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal. No liability will attach to the Spokane Indian Housing Authority (SIHA) for the premature opening of, or the failure to open, any proposals not properly addressed and identified.

The SIHA, Executive Director, or Development Manager reserves the right to determine whether a vendor is responsive, responsible, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

The skill and experience demonstrated by the proposer in performing agreements of a similar nature.

The proposers record for honesty and integrity.

The proposer's capacity to perform in terms of facilities, personnel and financing.

The proposers past performance with the SIHA.

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 SIHA.

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 (e.g., not transmitting tribal data outside of the United States) required of your company.

Disputes

Any and/or all disputes regarding the issue must be in writing and received by the SIHA Development Manger within 10-days of the closing of this RFP. The decision of the Development Manager shall be final and conclusive unless; within 10 days from the date of receipt of the initial dispute, the original submitter furnishes to the SIHA Executive Director a written appeal addressed to the Executive Director of the SIHA. The decision of the SIHA Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive; unless within 10 days from the initial appeal the SIHA Board of Commissioners receives a written appeal with copies of all previous documents and supported by substantial evidence. In connection with any appeal proceedings under this clause, the Contractor shall be afforded an opportunity to be heard, and to offer evidence in support of his appeal. The SIHA Board of Commissioners shall be final and conclusive.

Hold Harmless

The awarded vendor hereby assumes liability for, and agrees to indemnify SIHA from and against any and all: liability, loss, costs, damages, expenses, including attorney's fees. The awarded vendor also assumes liability for, and agrees to indemnify, SIHA from and against claims for personal injury, or death sustained by any person or persons; (including employees of Contractor) injury to or destruction of property of a person or organization arising from the awarded vendors performance of the work under this agreement; including but not limited to, injuries, death and damage to property caused by the joint or concurring negligence of the agents, servants and employees of Contractor and Supplier. However, this hold harmless and indemnification shall not extend to any liability, loss, costs, damages or expenses arising out of the sole negligence or willful misconduct of the Owner or the Owner's Agent, servants, employees or independent contractors.

Convict Labor

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-126, September 10, 1965 (18 U.S.C, 4082 (0)(2)) and Executive Order 11755, December 29, 1973.

Safety

The Contractor shall at its own cost and expense protect its own employees, employees of the Owner, and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the work to be performed. Contractor shall strictly comply with all safety orders, rules, regulations or requirements of all Federal, State, Local, or Tribal government agencies exercising safety jurisdiction over said work including, but not limited to, the tribal (TOSHA).

Non-Responsive Proposals

A proposal shall be considered non-responsive for any one of the following reasons, at SIHA discretion: If there are unauthorized additions, conditional, alternate, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

If the submitted proposal is not received by the above individual by the above closing date and time.

Applicable Statutes, Regulations & Orders

Vendors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- 10.24.1** Executive Order 11246
- 10.24.2** Executive Order 11061
- 10.24.5** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 10.24.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.24.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 10.24.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.24.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 10.24.10** Age Discrimination Act of 1975
- 10.24.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.24.12** HUD Information Bulletin 909-23
- 10.24.13** Immigration Reform & Control Act of 1986
- 10.24.14** Fair Labor Standards Act (29 USC 201, et. Seq.)

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.

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 SIHA with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP.

ADDITIONAL INFORMATION TO BE PROVIDED BY THE PROPOSER

Vendor's performance regarding NA, M/WBE placements will and/or may be considered as evaluative criteria for this and future contract awards. Vendor shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

Supplier Diversity - Is your company at least 51% owned by a Native American, Minority or Woman owned (NA, M/WBE)? (Minority group members are United States citizens who are African-American, Asian - Indian American, Asian-Pacific American or Hispanic - American.) They control ownership means the business is at least 51% owned by such individuals, management, and daily operations as well.

Can your firm be classified as a Native American Enterprise? YES ____ NO ____ %

Can your firm be classified as a Minority Owned Business? YES ____ NO ____ %

Can your firm be classified as a Women Owned Business? YES ____ NO ____ %

PROHIBITED COMMUNICATIONS

Submitting and/or interested vendors may not communicate with SIHA board members (except in writing and for public use). There shall be no communication with any officer, director, employee, or agent of SIHA except for necessary to carry out procedures specified in this RFP. Interested vendors are prohibited from contacting or lobbying any SIHA personnel regarding this RFP. Any Interested vendors attempt to improperly influence the evaluation of proposals and selection of a respondent may result in the disqualification and elimination of that vendor from this RFP. If the SIHA later discovers that the vendor has engaged in any communications prohibited under this RFP, the SIHA may reject the submitted proposal or rescind an awarded contract.

COVENANTS AGAINST KICKBACKS

All conditions regarding covenants against kickbacks under 48CFR 52.203-7 shall 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 INDIAN HOUSING AUTHORITY HAS

- ❖ 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 SIHA services, which are, in the opinion of the SIHA, of an unacceptable quality.
- ❖ The right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the SIHA may require in order to obtain the system which best meets the needs of the SIHA, as expressed in this RFP.
- ❖ The right to negotiate the modification of, terms and conditions with vendors offering the best value to the SIHA, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract
- ❖ The right, where it may serve the SIHA best interest, to request additional information or clarifications from proposers or allow corrections of errors or omissions.
- ❖ 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 vendor and/or individual of the conditions contained in this request for proposals.
- ❖ 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 SIHA General Liability Coverage.
- ❖ The right to request firms' submitting proposals to make oral presentations as part of the evaluation process.

"PUBLIC NOTICE"

NOTICE IS HEREBY GIVEN TO ALL PROSPECTIVE VENDORS AND/OR INDIVIDUALS PROVIDING PROPOSALS; THE SPOKANE TRIBE OF INDIANS HAS ESTABLISHED A LOCAL ORDINANCE CONCERNING THE INDIAN PREFERENCE LABOR AND CONTRACTING OR SUBCONTRACTING. ALL VENDORS ARE REQUIRED TO CONTACT THE FOLLOWING PERSON AND OFFICE BEFORE SUBMITTING PROPOSALS.

Joni Wynecoop, TERO Director; Spokane Tribal Employment Rights Office; PO Box 100; Wellpinit WA 99040 (509) 458-6529

SELF-CERTIFICATION

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.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

- I am unable to certify to the above statements. My explanation is attached.