

**LITTLE SHELL TRIBE
OF CHIPPEWA INDIANS OF MONTANA**



REQUEST FOR PROPOSALS
DEPARTMENT OF HOUSING
Residential Appliance Installation

511 Central Ave West
Great Falls, MT 59404
August 22, 2023

Proposals must be submitted on or before September 15, 2023 at 5:00pm MT.

Electronic Proposals may be submitted to contracting@lstribe.org.
Proposals received after the deadline above will not be considered.

LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA

REQUEST FOR PROPOSAL

Requesting Department:	Housing Department
Service/Item Request:	Residential Appliance Installation Services
RFQ Date:	August 22, 2023
Due Date:	September 15, 2023 at 5:00pm MT
Submission Type:	Electronic
Submission Address:	contracting@lstribe.org

1. Introduction

The Little Shell Tribe of Chippewa Indians of Montana Housing Department (“LSTHD”) is seeking proposals from qualified contractors to provide installation of residential appliances as part of the Elder Housing Assistance Program (“Program”). The installation services are scheduled to begin in October 2023 for residents of Cascade County, MT. The contractor must be able to install household appliances in awarded households in Cascade County. Appliances that require installation may include refrigerators with and without ice makers, built-in dishwashers, gas and electric ranges, gas and electric hot water heaters, washers, and gas and electric dryers.

The LSTHD will use a Blanket Purchase Agreement for services rendered by selected contractors. The intention of a blanket agreement is to allow LSTHD to order contracted services at a set rate. LSTHD has flexibility in the length and value of the contract. Proposed length and value are included in the following table below.

Expected Delivery Schedule	4 weeks from order date
Expected Length of Engagement	The initial contract will be executed until December 31, 2023. However, if performance supports and extension, the contract may be extended for three, one-year periods.
Partial Quotes	Partial quotes are permitted.
Evaluation Criteria	<ul style="list-style-type: none">• Proposal to complete scope of work (20 Points)• Qualifications (25 Points)• Experience (25 Points)• Price (25 Points)• Acceptance of the Contract Terms and Conditions (5 Points)• Little Shell or Indian- or Tribally-Owned Preference (10 Points)
Conditions for Payment	Installation confirmation and LSTHD acceptance.
Type of Contract to be Signed	Blanket Purchase Agreement for up to \$149,999

Expected Date of Award	October 13, 2023
Attachments	<input type="checkbox"/> Business Registration Certificate <input type="checkbox"/> W-9 <input type="checkbox"/> If applicable, installation warranty information <input type="checkbox"/> Business insurance <input type="checkbox"/> Acceptance of Terms and Conditions (Attachment 1) <input type="checkbox"/> If applicable, required licenses and permits <input type="checkbox"/> If applicable, Indian- or Tribally-Owned documentation
Contact Person for Inquiries (Written inquiries only)	contracting@lstribe.org

2. Scope of Work

A qualified contractor will be able to properly install and ensure operability of residential appliances, including refrigerators, dishwashers, ranges (electric and gas), hot water heaters (electric and gas), washers, and dryers (electric and gas). No contractor is required to provide installation services for all identified appliances. However, preference may be given to those who are able to provide services for more than one appliance. The contractor must also acquire municipal and county licenses and permitting required to perform residential appliance installation services.

The selected contractor will be required to accept task orders and perform services with two weeks' notice from the LSTHD Program Coordinator. The contractor will be required to work with LSTHD Program Coordinator, elderly resident, and appliance provider. This coordination is necessary to ensure that appliances are received and installed in a timely manner to prevent downtime for elderly residents. A qualified contractor will be able to illustrate previous experience collaborating with multiple parties to complete a task.

3. Proposal Submission

3.1. Submission

Proposals must be submitted electronically with the required documentation to contracting@lstribe.org on or before Friday, September 15, 2023 at 5:00 PM Mountain Time.

3.2. Late Bids

Any bid received after the deadline will not be considered.

3.3. Calculation Errors

In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the correct sum will be considered the quoted price.

3.4. LSTHD Reserves the Right

The LSTHD reserves the right to exercise its discretion to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the LSTHD.

4. Proposal Requirements

Proposals must be submitted on or before Friday, September 15, 2023 at 5:00 Mountain Time. Proposals may be submitted as a PDF file to contracting@lstribe.org. Proposals received after the deadline above will not be considered.

Proposals shall, at a minimum, including the following items:

- A brief statement of the contractor's understanding of the scope of work, proposal to provide services and ability to deliver required services in the time provided.
- Qualifications of the contractor and key individuals to be assigned to this contract, their availability during the relevant time periods, and their recent experience on similar projects.
- A description of previous experience providing installation services and coordinating services between multiple parties.
- The proposed cost for services should be included in the contractor's proposal. The total cost for services should include a breakdown of:
 - Installation services by appliance type; and
 - Permits and licenses costs, if applicable; and
 - Indirect costs, if applicable.
- Two (2) references for whom the contractor and/or key personnel have performed similar work within the last three years, including the following information:
 - Name and location of projects,
 - Names of proposed team members who worked on the sample projects,
 - Client name, including contact person, email and phone number,
 - Description of the work.
- Primary contact person(s) phone number and e-mail address

The proposal should be formatted as 8.5" by 11" pages (electronic or hard copy).

All proposals must also include executed statement included Attachment 1.

5. Acceptance

The materials and/or services delivered in the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the LSTHD and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied are found to be defective or do not conform to specification, the LSTHD reserves the right to cancel the order upon written notice to the contractor and return such product to the contractor at the contractor's expense.

6. Rules, Regulation, Laws, Ordinances & Licenses

The awarded vender shall observe and obey all laws, ordinances, rules, and regulations, of the tribal, federal, state, and local government, which may be applicable to the supply of this product or service.

6.1. Specialty License(s)

Vendor shall possess at the time of this bid all necessary permits and/or licenses required for the sale of this product and/or service and, upon the request of LSTHD, will provide copies of licenses and/or permits within 10 calendar days after request.

6.2. Insurance

It is required that the Contractor performing work under this Contract to provide proof of the following insurance coverage prior to the date upon which work is to begin. The proof of insurance or exemption must be valid for the entire agreement period:

- Comprehensive general liability insurance, including vehicle liability insurance, in the minimum amount of \$500,000 per claim and \$1,000,000 aggregate/total liability for accidents occurring during service delivery or at the services delivery site that are attributable to the vendor or its agents' conduct.
- Vendor shall maintain professional Errors and Omissions Insurance in the minimum amount of \$1,000,000 per claim.
- Workers Compensation Insurance coverage valid in the State of Montana or proof of exemption thereof.

6.3. Warranty/Guaranty

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

7. LSTHD Payment Procedures

All vendors are required to send an invoice to: contracting@lstribes.org.

All invoices will be paid as directed by the LST payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

LST will not be liable for request for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

LST will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Contractors or bidders should include in the bid all use taxes, which they will pay when making purchases of material or subcontractor's services.

8. LSTHD Bid Protest Procedure

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to LSTHD, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written formal protest no later than five days (excluding Saturdays, Sundays and federal Holidays) after receipt of the LSTHD's "Notice of Award" with respect to the proposed award of the formal bid/quote/proposal. Formal protests must be submitted electronically to contracting@lstribe.org on or before 5:00 PM Mountain Time on the fifth day.

The formal protest shall contain the following:

- LSTHD bid/quote/proposal identification title.
- Name and address of the affected party, and the title or position of the person submitting the protest.
- A statement of whether or not there is a disputed issue(s) of material fact.
- A concise statement of the facts alleged, and of the rules, regulations statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials calculations, and any statutory or case law authority in support of the grounds for the protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to the protest.

Upon receipt of a timely filed protest, the Little Shell Tribe Director of Operations may abate the award of the formal bid as appropriate, until the protest is heard pursuant to the informal hearing process as outlined below, except and unless the LSTHD Director shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the LSTHD Director, the LSTHD Director may authorize an expedited protest hearing procedure. The expedited protest hearing shall be held within ninety-six (96) hours of the action giving rise to the vendor protest, or as soon as may be practicable for all parties.

The Dispute Committee shall conduct an informal hearing with the protesting vendor to attempt to resolve the protest, within seven working days from receipt of the formal protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitation, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) to make a determination whether to accept or reject the protest.

Once a determination is made by the Dispute Committee with respect to the merits of the protest, the Dispute Committee shall forward its decision to the LSTHD Director, which shall include relevant background information related to the procurement. The LSTHD

Director will share the outcomes of the Committee and take relevant next steps after the final decision is delivered.

9. Additional Information & Conditions

9.1. State of Noncommitment

Issuance of this RFP does not commit LST to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP. LST reserves the right to reject any or all proposals and to re-advertise. All proposals will become property of LST.

9.2. Miscellaneous

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

9.3. RFP Authority

This RFP has been issued in accordance with 24 CFR 1000. The RFP process is a procurement option allowing award to be based on stated criteria or evaluation factors. Cost will be a consideration. The evaluation factors to be utilized in this procurement have been specified in this RFP.

9.4. Questions Concerning RFQ/No Contact Provision

Respondents are hereby notified not to contact any LST staff member or any member of the LST Tribal Council, except as provided herein regarding this proposal until bids have been reviewed and awarded. All inquiries pertaining to this RFP should be directed to the designated point of contact. Failure to abide by this condition of the RFQ may be cause for rejection of the bid.

10. Notice to Vendor

During the performance of this agreement, the vendor, for itself, its assignees and successors in interest, agrees as follows:

10.1. Compliance with Regulations

The Contractor will comply with all Acts and regulations of the United States and the Little Shell Tribe related to Indian Preferences in contracting, employment, and training as required in 24 CFR § 1000.52 and 25 USC § 5307(b) and (c).

10.2. Audit Requirements

LST is subject to audit requirements of 2 CFR 200 Subpart F. As a result of this requirement the vendor may be required to provide additional documentation or support related to the blanket purchase agreement.

10.3. Debarment and Suspension

The Contractor and any subcontracts must certify that they are eligible to receive federal funding and are otherwise compliant with the requirements of the United States Department of Housing and Urban Development regulations.

10.4. Conflict of Interest

The Contractor and subcontractors must disclose in writing any potential conflict of interest to the LST Finance in accordance with the Department of Housing and Urban Development regulations and policy.

10.5. Wage Requirements

The Contractor and subcontractors must meet the Davis-Bacon Act prevailing wage rates. The Contractor will be responsible for ensuring subcontractors meet this wage standard. The Contractor is required to submit a U.S. Department of Labor Payroll Form (DOL WH-347) and Statement of Compliance (DOL WH-348) throughout the contract period.

10.6. Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the Tribe concerning this contract. After that period, LST will consider the Contractor to have waived any right to claims concerning this agreement.

10.7. Termination

Any agreement as a result of this bid may be terminated by either party giving thirty (30) calendar days advance written notice. The LSTHD reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the LSTHD of its acceptance.

**Attachment 1:
Acceptance Statement for Appliance Installation Services**

Having carefully examined the request for quotation, specifications, and terms herein, the undersigned proposes to furnish the proposed services as described in the Proposal submitted on

[DATE]

Authorized Official, Title