

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



**REQUEST FOR QUOTE
DEPARTMENT OF HOUSING
Residential Appliances**

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 QUOTE

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

The Little Shell Tribe of Chippewa Indians of Montana Housing Department (“LSTHD”) is seeking quotes for supply and delivery of energy efficient residential appliances for the Elder Housing Assistance Program (“Program”). This Program is scheduled to begin in October 2023 for residents of Cascade County, MT. The LSTHD is looking for an appliance provider to source residential appliances under a Blanket Purchase Agreement for residents of Cascade County, MT. The intention of a blanket agreement is to allow LSTHD to order appliances from the awarded vendor(s) up to a certain value assigned to the total contract. 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
Documents to be Submitted	<input type="checkbox"/> Business Registration Certificate <input type="checkbox"/> W-9 <input type="checkbox"/> Manufacturer’s Authorization of the Company as a Sales Agent <input type="checkbox"/> Appliance cut sheets <input type="checkbox"/> If applicable, appliance and installation warranty information <input type="checkbox"/> If applicable business insurance <input type="checkbox"/> If applicable, Indian- or Tribally-Owned documentation
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.
Payment Terms	Negotiable, please specify.
Evaluation Criteria	<ul style="list-style-type: none"> • Technical responsiveness, experience and price (60 Points) • Acceptance of the Contract Terms and Conditions (5 Points)

	<ul style="list-style-type: none"> • Lead Time (20 Points) • Optional services included (15 points) • Little Shell or Indian-Owned Preference (10 Points)
Conditions for Payment	• Delivery Confirmation and LSTHD Compliance Approval
Type of Contract to be Signed	Blanket Purchase Agreement for up to \$149,999
Expected Date of Award	September 30, 2023
Attachments	Attachment 1: Form for Submission of Quotation Attachment 2: Specification of the Appliances requested
Contact Person for Inquiries (Written inquiries only)	contracting@lstribe.org

1. Submission of Bid:

- 1.1. **Bid Submission:** Bids must be submitted electronically with the required documentation and Quotation Submission form to contracting@lstribe.org on or before Friday, September 15, 2023 at 5:00 PM Mountain Time.
- 1.2. **Late Bids:** Any bid received after the deadline will not be considered.
- 1.3. **Bid Calculation Errors:** In the even 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.
- 1.4. **LSTHD Reserves the Right:** The LSTHD reserves the right to exercise its discretion to waiver 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.

2. Acceptance

The materials and/or services delivered under the bid 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 even 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 seller and return such product to the seller at the seller’s expense.

3. Substitutions

Whenever in these specifications a brand name or make is mentioned, it is the intention of the LSTHD only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor’s responsibility to name such product with this bid and to provide that said product

is equal to the product specified. The LSTHD will determine whether a product offered by the bidder is actually equivalent to the one being specified by the detailed specifications.

4. 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.

4.1. 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.

4.2. 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.

4.3. 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.

5. 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.

6. 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 not later than five days (excluding Saturdays, Sundays and Legal 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@lstribc.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 disputed issues of material fact. If there are no disputed material facts, the protest must so indicate.
- 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 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 further 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.

7. Additional Information & Conditions

7.1. 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.

7.2. Miscellaneous

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

7.3. 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.

7.4. 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.

8. Notice to Vendor

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

8.1. 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).

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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:
Form for Submission of Quotation**

Date Submitted:	
Vendor Name:	
Address:	
Point of Contact:	
Telephone:	
E-mail:	

Having carefully examined the request for quotation, specifications, and terms herein, the undersigned proposes to furnish the following which meet these specifications.

SEE BID SCHEDULE ATTACHED

To be started within _____ calendar days after receipt of award and purchase order.

Provide the information below if subcontracting delivery, installation or removal and disposal services.

Vendor Name:	
Address:	
Point of Contact:	
Service:	<input type="checkbox"/> Appliance Delivery <input type="checkbox"/> Appliance Installation <input type="checkbox"/> Appliance Removal and Disposal

Vendor Name:	
Address:	
Point of Contact:	
Service:	<input type="checkbox"/> Appliance Delivery <input type="checkbox"/> Appliance Installation <input type="checkbox"/> Appliance Removal and Disposal

Vendor Name:	
Address:	
Point of Contact:	
Service:	<input type="checkbox"/> Appliance Delivery <input type="checkbox"/> Appliance Installation <input type="checkbox"/> Appliance Removal and Disposal

Provide the name, address, and telephone number of the representative that will handle this account.

Name:	
Address:	
Telephone number:	

Provide name and contact information for references.

Name:	
Contact information:	
Description of work or services delivered:	

Submitter Name, Title

Attach Documents Below:

- Brief description of company, years in business, similar project examples.
- Business Registration Certificate
- W-9
- Manufacturer's Authorization of the Company as a Sales Agent
- Appliance cut or specification sheets
- Applicable and/or required licenses and insurance policies.
- If applicable, appliance and installation warranty information
- If applicable, business insurance
- If Applicable, Indian- or Tribally-Owned documentation

**Attachment 2:
 BID SCHEDULE**

Description	Color	Make	Model	Lead Time	Total Cost
Refrigerator – Top Freezer. 20-22 Cubic Foot. Including 3 prong electric cord included	White	Frigidaire	FFHT2045VW		
Refrigerator – Side-by-Side. 24 Cubic Foot. Including Ice Make and ice Line installed, 3 prong electric cord i and water connection kit included.	White	Frigidaire	FRSS2623AW		
Refrigerator – Top Freezer. 20-22 Cubic Foot. 3 prong electric cord included	Black	Frigidaire	FFHT2045VB		
Refrigerator – Side-by-Side. 24-26 Cubic Foot. Including Ice Make and ice Line installed, 3 prong electric cord and water connection kit included.	Black	Frigidaire	FRSS2623AB		
Dishwasher – 24” Built-In Dishwasher with at least 3 wash cycles and 8’ electric cord, , and connection kit included.	White	Frigidaire	FFCD2418UW		
Dishwasher – 24” Built-In Dishwasher with at least 3 wash cycles and 8’ electric cord, waterlines, and connection kit included.	Black	Frigidaire	FFCD2418UB		
Range [Electric] – 30” Freestanding Single Oven, 5 Cooking Elements, Smooth Glass Cooktop, Self-Cleaning. Including 3- or 4- prong outlet.	White	Frigidaire	FFEF3054TW		

Range [Electric] – 30” Freestanding Single Oven, 5 Cooking Elements, Smooth Glass Cooktop, Self-Cleaning. Including 3- or 4- prong outlet.	Black	Frigidaire	FFEF3054TB		
Range [Gas] – 30” Freestanding Single Oven, 5 Cooking Elements, Gas Burner, Self-Cleaning.	White	Frigidaire	FCRG3052AW		
Range [Gas] – 30” Freestanding Single Oven, 5 Cooking Elements, Gas Burner, Self-Cleaning.	Black	Frigidaire	FFGF3054TB		
Washer – Top Load. 4.5-4.8 cubic foot, water and drain lines included.	White	Whirlpool	WTW5100HW		
Washer – Top Load. 4.5-4.8 cubic foot, water and drain lines included.	Chrome	Whirlpool	WTW5100HC		
Washer – Front Load. 4.5-5 cubic foot, water and drain lines included.	White	Whirlpool	WFW5605MW		
Washer – Front Load. 4.5-5 cubic foot, water and drain lines included.	Chrome	Whirlpool	WFW5605MC		
Dryer [Electric] – Top Load 6-8 cubic foot, 3- or 4- prong cord.	White	Whirlpool	WED5100HW		
Dryer [Electric] – Top Load 6-8 cubic foot, 3- or 4- prong cord.	Chrome	Whirlpool	WED5100MC		
Dryer [Gas] – Top Load 6-8 cubic foot, 3- or 4- prong cord.	White	Whirlpool	WGD5100HW		
Dryer [Gas] – Top Load 6-8 cubic foot, 3- or 4- prong cord.	Chrome	Whirlpool	WGD5100MC		
Dryer [Electric] – Front Load 6-8 cubic foot, 3- or 4- prong cord.	White	Whirlpool	WED6605MW		

Dryer [Electric] – Front Load 6-8 cubic foot, 3- or 4- prong cord.	Chrome	Whirlpool	WED6605MC		
Dryer [Gas] – Front Load 6-8 cubic foot, 3- or 4- prong cord.	White	Whirlpool	WGD6605MW		
Dryer [Gas] – Front Load 6-8 cubic foot, 3- or 4- prong cord.	Chrome	Whirlpool	WGD6605MC		
Hot Water Heater [Electric] – 30 Gal 4500 wattage with drain pan.	N/A	American Standard	ENS30T-6		
Hot Water Heater [Electric] – 40 Gal 4500 wattage with drain pan.	N/A	American Standard	ENS40T-6		
Hot Water Heater [Natural & LP Gas] – 30 Gal, Atmospheric Vent with drain pan.	N/A	American Standard	GSN30T1-3-6		
Hot Water Heater [Natural & LP Gas] – 40 Gal, Atmospheric Vent with drain pan.	N/A	American Standard	GSN40T1-3-6		

LSTHD requests a cut or specification sheet for each appliance, which should include make, model, size, efficiency tier, product color, features and any applicable warranties.

Optional, but preferred services:

Description	Lead Time	Cost
Delivery Charge for residences in Cascade County.		
Installation charges for:		
• Refrigerator		
• Range		
• Washer		
• Dryer		
• Hot Water Heater		
Removal and disposal of:		
• Refrigerator		
• Range		
• Washer		
• Dryer		
• Hot Water Heater		

Alternative Options

LSTHD is allowing alternative makes and models that meet the minimum specifications and qualities listed above. Please enter the relevant information in the table below.

Description	Color	Make	Model	Lead Time	Total Cost

LSTHD requests a cut or specification sheet for each appliance, which should include make, model, size, efficiency tier, product color, features and any applicable warranties.