



Spokane Tribe of Indians

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

CENTURY OF SURVIVAL

1881 - 1981

REQUEST FOR PROPOSAL

FOR

Hazard Mitigation Plan

PROPOSAL NO. RFP18-007

BY

SPOKANE TRIBE OF INDIANS
 PURCHASING/PROPERTY DEPARTMENT
 6195 FORD/WELLPINIT RD
 PO BOX 100
 WELLPINIT WA 99040

KEY INFORMATION

		Contact:	Phone
Opening Date	January 31 st , 2018		
Closing Date	March 30 th , 2018		
	2:00 p.m.		
Return Location	Purchasing/Property Manager	Danny Brigman	509-458-6550
E-mail	danny.brigman@spokanetribe.com		
Delivery Address	6195 Ford/Wellpinit Rd	Wellpinit WA 99040	
	PO Box 100		

I. INTRODUCTION

The SPOKANE TRIBE OF INDIANS is requesting proposals from reasonable, responsive, responsible, and qualified firms to provide **a Hazard Mitigation Plan**. The purpose of this contract is to supplement Tribal resources to complete multiple projects. All projects will be subject to applicable tribal, federal, contract, or grant rules and regulations.

There is no expressed or implied obligation for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Your proposal and proposal amount shall remain valid for a period of one hundred (100) days from the closing date.

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

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

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

The SPOKANE TRIBE OF INDIANS reserves 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 firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

II. BACKGROUND

The Spokane Tribe of Indians (STOI) is seeking a consultant who has experience writing Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Plans (HMP). This consultant will work with the Tribe's Hazard Mitigation Planning Team to develop the Tribe's first, FEMA approved, Hazard Mitigation Plan.

The Spokane Tribe has experienced an increase in natural and man-made long-term emergencies in recent years. In 2015 the Tribe experienced the Carpenter Road Fire followed in 2016 by the Cayuse Mountain fire. These two fires burned approximately 1/3 of the Spokane Indian Reservation and much more area off reservation in surrounding communities.

These events have made the Tribe realize the need for hazard mitigation planning. This awareness is shared by our regional partners in the jurisdictions surrounding our reservation. We will be coordinating our Hazard Mitigation Plan with these jurisdictions to increase the disaster resiliency of

the Spokane Indian Reservation and our regional partners.

III NATURE OF SERVICES REQUIRED

SCOPE OF WORK

The scope of work for the Spokane Tribe of Indians Hazard Mitigation Plan (STOI-HMP) includes the planning, data gathering, stakeholder & community engagement and any other elements identified during the planning process. The planning process will result in a FEMA approved Hazard Mitigation Plan that includes Agency, stakeholder & public engagement; Hazard Identification; Risk/Vulnerability Assessments; Mitigation Strategies; Plan adoption; and Plan Maintenance. Specific deliverables and milestones will be listed in the Work Requirements and Schedules and Milestones sections of this SOW.

Not included in the scope of work for this project is any work beyond the approval of the plan by FEMA. Once the STOI-HMP is approved and accepted by FEMA and project closeout procedures are complete, the consultant will not be required to perform any further work under this project's contract.

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

PERIOD OF PERFORMANCE

The period of performance for the STOI-HMP Project will begin on the date of the final signature of a fully executed contract and end not later than July 31, 2019. All work must be scheduled to complete within this timeframe. Any modifications or extensions will be requested through the Spokane Tribe of Indians and the Consultant's Contracting Officer for review and discussion.

WORK REQUIREMENTS

As part of the STOI-HMP Project the Consultant will be responsible for performing tasks throughout various phases of this project. The following is a list of these tasks which will result in the successful completion of this project:

Kickoff:

- Consultant & the STOI Project Manager will create and present detailed project plan including a project description, project schedule, update meeting schedule and a communications plan for the length of the project.

Data Gathering Phase:

- Consultant will plan and conduct stakeholder interviews & public engagement events.
- Consultant will conduct meetings with Tribal Departments, Hazard Mitigation Planning Team and Executive Leadership Team.
- Consultant will meet with the Spokane Tribal Business Council to cover concerns and priorities.

Data Review Phase:

- Data Review will be conducted by the consultant. Additional data requests will be coordinated with the STOI Project Manager.

Draft Plan Writing/Review:

- Consultant will write a Draft Hazard Mitigation Plan that will be reviewed with the STOI-Project Manager, Planning Director and Hazard Mitigation Planning Team. Recommendations provided during these meetings will be implemented into the Draft plan.

Final Plan Submittal Phase:

- A final Hazard Mitigation Plan will be submitted to the STOI-Project Manager for Tribal approval.

Plan Acceptance Phase:

- The STOI-Project Manager will submit the final Hazard Mitigation Plan to the Hazard Mitigation Planning Team and forward recommendation to the Spokane Tribal Business Council for final approval.
- Tribal Business Council will approve the STOI-HMP via Tribal Resolution.
- Approved STOI-HMP will be forwarded to FEMA for approval.
- Consultant will present project closure report to STOI Project Manager for review and approval.

Project Closeout Phase:

- Consultant & STOI Project Manager will complete the project requirements checklist showing that all project tasks have been completed.
- Consultant will provide a project closeout report to the STOI-Project Manager no later than the ending date of the period of performance of this SOW.

SCHEDULE/MILESTONES

The below list consists of the initial milestones identified for the STOI-HMP Project:

RFP/SOW Release	January 31, 2018
Tribal Hazard Mitigation Planning Team Designated NLT	March 1, 2018
Consultant Selection Review	April 1-7, 2018
Consultant Selection	April 7, 2018
Period of Performance Begins (approx.)	April 2018
Project Kickoff Meeting	April 2018
Contact List Creation	April 2018
Stakeholder Interviews	May 2018
Formal Public Meetings	August 2018
Data Review	November 2018
Draft Plan Writing/Review	December 2018
Plan Submitted for Approval	February 2019
Plan Submitted to FEMA	March 2019
Project Completion Review	Upon FEMA Approval
Project Checklist and Closeout Report Complete	July 31, 2019
STOI Final Grant Report Complete	August 31, 2019

ACCEPTANCE CRITERIA

Project Acceptance criteria will be met by two approvals:

1. The Spokane Tribal Business Council must approve the STOI-HMP via Tribal Resolution.
2. The STOI-HMP must meet the requirements and be approved by the Federal Emergency Management Agency.

Once all project tasks have been completed, the project will enter the closeout phase. During this stage of the project, the consultant will provide their project closure report and project task checklist to STOI's Project Manager. The acceptance of this documentation by STOI's Project Manager will acknowledge acceptance of all project deliverables and that the Consultant has met all assigned tasks.

Any discrepancies involving completion of project tasks or disagreement between STOI and the chosen consultant will be referred to the STOI Project Manager and the consultant's contracting officer for review and discussion.

OTHER REQUIREMENTS

Any other requirements identified during the procurement/contracting phase will be discussed between the STOI Project Manager and the consultant's Contracting Officer. All other requirements agreed upon by both parties will be added during the contracting phase of the project.

EVALUATION CRITERIA

1. **Technical Qualifications 1-30 points.**
2. **Demonstrated success at writing FEMA approved Hazard Mitigation Plans – 1-40 points**
3. **Experience working with Tribes – 1-15 points**
4. **Fees and Delivery Timeline – 1-10 points**
5. **References – 1-5 points**

IV. PROPOSAL REQUIREMENT

General Requirements

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Danny Brigman
Purchasing/Property Manager
509-458-6550
Spokane Tribe of Indians
P.O. Box 100
6195 Ford/Wellpinit Rd
Wellpinit, WA 99040

Mike Seyler
Inventory Specialist
509-458-6544
Spokane Tribe of Indians
P.O. Box 100
6195 Ford/Wellpinit Rd
Wellpinit, WA 99040

Proposal Elements

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

The awarded vendor must be willing and able to provide copies of licenses for all employees that may provide architectural and engineering services to tribal programs under this proposal and/or awarded contract.

V. TECHNICAL PROPOSAL

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

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

- The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide the SPOKANE TRIBE OF INDIANS a Hazard Mitigation Plan as such; the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the, qualifications of the firm and of the particular staff to be assigned to this engagement.
 - The technical proposal should address all the points outlined in the request for proposals excluding any cost information, which should only be included in the sealed dollar bid.
 - 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 is to be provided as well as names and resumes of key personnel including support staff who will be assigned to the project.
 - Any current or proposed business transaction between vendor and any STOI officer, employee or any other Tribal entity which may give rise to a claim of conflict of interest the vendor shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.
 - Please provide a statement disclosing any current or proposed business transaction between vendor and any STOI officer, employee, or Tribal entity which may give rise to a claim of conflict of interest.
 - In addition; items "1" through "5" below must be included in the technical proposal document.
- 1) Title Page
 - 2) Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
 - 3) Table of Contents
 - 4) Provide 3 references of persons who have worked with the same primary personnel as described above for the type of contract work in this proposal and 3 references of organizations that the vendor has provided similar and/or like work. References should not be any Spokane Tribe of Indians personnel or programs.
 - 5) A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred days.

VI. COST PROPOSAL

The proposer shall submit one original proposed dollar amount in a separate sealed envelope

marked as follows: SEALED DOLLAR PROPOSAL SPOKANE TRIBE OF INDIANS FOR HAZARD MITIGATION PLAN (DATE). Proposers should send the completed proposal consisting of the separate envelope to the following address:

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

The dollar proposal should contain all pricing information relative to providing a Hazard Mitigation Plan as described in this request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The SPOKANE TRIBE OF INDIANS will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar amount. Such costs should not be included in the proposal.

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

1. Name of Firm
2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit a proposal and sign a contract with the SPOKANE TRIBE OF INDIANS.
3. Any fees or other expenses that will be billed.

If it should become necessary for the SPOKANE TRIBE OF INDIANS to request the awarded vendor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations atones included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the SPOKANE TRIBE OF INDIANS and the firm any such additional work agreed to between the SPOKANE: TRIBE OF INDIANS and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar proposal.

Independence

The firm should provide an affirmative statement that it is independent of the SPOKANE TRIBE OF INDIANS.

The firm should also list and describe the firm's (or proposed subcontractor's) professional relationships involving the SPOKANE TRIBE OF INDIANS or any of its units for the past (5) years together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested services.

In addition, the firm shall give the SPOKANE TRIBE OF INDIANS written notice of any professional relationships entered into during the period of this agreement

Subcontracting

If subcontractors are to be used, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. If sub-contractors are to be used, each must also complete the below certification and be included in the submitted proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the SPOKANE TRIBE OF INDIANS.

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.

Firm Qualifications and Experience

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

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

Partners, Supervisory, and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice or provide this type of service in the state of Washington. Assurances must be made to the Spokane Tribe that the staff listed will be the actual staff performing the services to be provided. Any staff changes must be requested and approved by the Spokane Tribe through a written request.

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 Spokane Tribe and the submitted proposal will be considered non-responsive. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Tribe.

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.

Awarded vendor will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this RFP and any signed agreements.

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

Proposal Modifications or Withdrawal

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

The TRIBE may waive any informalities or minor defects or reject any and all proposals.

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

Prior Engagements with the SPOKANE TRIBE OF INDIANS

The firm should list separately all engagements within the last five years, ranked on basis of total staff hours, for the SPOKANE TRIBE OF INDIANS by type of engagement. For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the client's principal contact in the firm.

VII. EVALUATION PROCEDURES

Review of Proposals

Proposals will be reviewed and evaluated on the criteria described below. At this point, firms with an unacceptably low technical evaluation will be eliminated from further consideration.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

Evaluation Criteria

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process. Consideration will also be given to Native American, Minority or Woman owned business detailed in Section VIII below.

Mandatory Elements

1. The firm's professional personnel have received adequate continuing professional education within the preceding two years.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the SPOKANE TRIBE OF INDIANS.

Expertise and Experience

1. The firm's past experience and performance on comparable engagements with Indian tribes.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION

Oral Presentations

During the evaluation process, the Spokane Tribe, at its discretion, may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions on a firm's proposal ---Not all firms may be asked to make such oral presentations.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and SPECIFICALLY noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

The SPOKANE TRIBE OF INDIANS reserves the right without prejudice to reject any or all proposals.

VIII. ADDITIONAL INFORMATION TO BE PROVIDED BY THE PROPOSER

How many years has your organization provided the type of service or material designated in the attached Scope of Work? _____

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.) 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 _____ % _____

Can your firm be classified as a Minority Owned Business?

YES _____ NO _____ % _____

Can your firm be classified as a Women Owned Business?

YES _____ NO _____ % _____

Vendor's performance regarding NA,M/WBE placements will 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.

IX. 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. Vendor represents, warrants, covenants and agrees that neither Vendor 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. Vendor further warrants, covenants and agrees that neither Vendor 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.

X. RESERVATIONS

THE SPOKANE TRIBE OF INDIANS RESERVES:

1. The right to reject any or all quotes, to serve in the best interest of the Spokane Tribe.
2. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.
3. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the Spokane Tribe services which are, in the opinion of the Spokane Tribe, of an unacceptable quality. The supplier agrees to hold harmless the Spokane Tribe from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for Attorneys, expert witnesses and other contractors at the prevailing market rate for such services) which may be imposed upon, incurred by or asserted against the Spokane Tribe by reason of any of the following: any negligent or tortuous act, error, or omission attributable in whole or in part to the vendor or any of their employees, vendors, or agents, now existing or hereafter created.
4. Any failure by the Supplier or their employee to perform their obligations either implied or expressed under this contract/agreement. The Supplier agrees that it is their responsibility, not the responsibility of the Spokane Tribe, to safeguard the property and material that is used in performing this contract/agreement. Further, the Supplier agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the Supplier performance under the contract.

**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.