



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*

1881 - 1981

## REQUEST FOR BID FOR

# Data Backup Appliance, Installation, and Configuration

RFB21-015

BY

**SPOKANE TRIBE OF INDIANS**

Contact	Nathan Ayala
Phone	(509)458-6550
Opening Date	11/12/20
Closing Date	11/22/20
Return Location	Spokane Tribe Purchasing/Property Department
Delivery Address	Spokane Tribe of Indians
	6195 Ford/Wellpinit Road
	PO Box 100
	Wellpinit WA, 99040
Email	Nathan.ayala@spokanetribe.com

## Introduction

The SPOKANE TRIBE OF INDIANS is requesting bids from responsive, responsible, and qualified firms for one Data Backup Appliance, Installation, and Configuration for the Spokane Tribe of Indians.

On behalf of the Spokane Tribe of Indians we hereby request bids from vendors/contractors possessing the ability to perform the required tasks as described below.

To be considered responsive, responsible, reliable, qualified, and possessing the ability to complete the entire project, your bid must be received by Nathan Ayala, Purchasing/Property Manager, Spokane Tribe of Indians, on or before the above closing date and time. The Tribe reserves the right to reject any or all submitted bids in its discretion, and to modify or cancel this request for bid. Bids may be delivered by:

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

Emailed to the following – Nathan.ayala@spokanetribe.com

Faxed to the following number - 509-458-6589

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

**Vendors/Contractors are strongly encouraged to carefully read the entire request for bid.** The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. This project is federally funded and as such certain requirements exist under the funding regulations. There are no expressed or implied obligations for the Spokane Tribe to reimburse responding firms for any expenses incurred in preparing bids in response to this request.

## Contact Person

Inquiries concerning the request for bid and the subject of the request for bids can be made to: (NOTE: please include both individuals with questions)

Nathan Ayala  
Property/Purchasing Manager  
(509) 458-6550  
Spokane Tribe of Indians  
6195 Ford Wellpinit Road, Wellpinit, WA99040

During the review of all submitted bids The Spokane Tribe reserves the right, where it may serve the Tribe's best interest, to request additional information or clarification from proposers or allow the correction of errors or omissions. At the discretion of the Tribe, vendors submitting bids may be requested to make oral presentations.

The Tribe reserves the right to retain all bids submitted and bids become the property of the Tribe. Submission of a bid indicates acceptance by the vendor of the conditions contained in this request for bid.

**Term of Engagement**

Awarded vendor will be obligated and authorized to sign and/or enter into a contract with the Spokane Tribe for the scope of work listed in this request for bids for the duration of the project.

### **Scope of Work**

Installation and configuration of a new data backup appliance, installation, configuration, and migration of currently backed up data.

- Rack mountable with mounting hardware if we are buying actual hardware.
- Outside of a yearly support and maintenance contract we want to avoid month to month costs. We currently have a annual contract with Barracuda.
- At least 16 terabytes of storage.
- Protection from ransomware and other malicious attacks.
- Recovery from malicious attacks.
- Post-sale support and software guidance for our staff.
- Three-year hardware warranty. Warranty on labor as well.
- Breakdown of reoccurring costs.

The company chosen will install and configure the system to the liking of the Spokane Tribe I.T. Department. The company chosen shall provide training for the system for IT Department.

*Bid shall include and identify any estimated costs, unknown costs, assumptions and contingencies, with a best effort to clearly describe each issue as well as provide any recommendations.*

### **BID SUBMITTAL REQUIREMENTS AND EVALUATION PROCESS**

To be considered responsive to this RFP, each Proposer is required to submit their bid for the work in written form. Three (3) copies of the submitter's written bid will be due no later than 4:00 P.M. on 11/22/2020. The Selection Committee will consider each bid relative to the needs of the Tribe as described in this RFP, SOW, and the Contractor's response to each aspect of the Work. Scoring by the Selection Committee of the submitter's written bid to produce a total score and ranking of individuals.

- Qualifications - Present qualifications to complete the Work as described in the SOW. Demonstrate capability of providing all services anticipated within the SOW.
- Project Management - Present the process by which the Proposer will establish and maintain effective project management throughout the course of the Work. Include cost and task tracking mechanisms proposed to keep Work on schedule, within budget, and of professional quality.
- Technical Bid - Provide a narrative discussion of your relevant experience with Finance/Accounting Consulting and plan for the Work in sufficient detail to demonstrate the Proposer understands key objectives for each project/task described herein and has developed a logical strategy for resolution.
- Business Bid. Provide itemized hourly rates and per diem/travel rates, and other relevant cost information.

Bids prepared in accordance with the RFP/SOW and received by the closing date and time will be opened, reviewed and scored by the Selection Committee, and a recommendation will be

made to Tribal Council for formal acceptance. Scoring of bid submittals will be based on the following criteria:

1. **Compliance with Specifications of RFP – 1-20 points.**
2. **(Data migration) – 1-20 points**
3. **(Protection against malicious attacks) – 1-25 points.**
4. **(Labor warranty)– 1-10 points**
5. **(Hardware warranty) – 1-20**
6. **(Ease of Administering for STOI IT Dept.) – 1-15 points**
7. **Native/Minority/Woman Owned- 1-5 points**
  - 5 points will be awarded to Native Owned Businesses
  - 4 points to either Minority or Woman Owned Businesses
  - 0 points to any other owned business

### **Bid Requests**

Any bid received after the closing date and time or submitted to another department will be considered non-responsive. No liability will be attached to the Tribe for the premature opening of, or the failure to open, any quote not properly addressed and identified.

The Spokane Tribe reserve the right to determine whether or not a vendor is responsive, responsible, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

1. The skill and experience demonstrated by the vendor in performing agreements of a similar nature.
2. The vendor's record for honesty and integrity.
3. The vendor's capacity to perform in terms of facilities, personnel and financing.
4. The vendors past performance with the Tribe or other tribes

All pricing must be guaranteed for ninety (90) days. The awarded vendor will be required to purchase a Spokane Tribal Business License before the completion of the contract if one is not currently carried; please contact the Tribe's TERO office at 509-258-7100 for more information regarding the Spokane Tribal Business License.

The Tribe may in its sole discretion waive any informalities or minor defects or reject any and all bids.

Bids shall include the following information regarding Supplier Diversity – Is your company at least 51% owned by a Native American, Minority or Woman (NA, M/WBE)? (Minority group members are United States citizens who are African-American, Asian-Indian American, Asian-Pacific American or Hispanic-American). Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

- Can your firm be classified as a Native American Enterprise? YES\_\_\_ NO\_\_\_ If yes %\_\_\_\_\_.
- Can your firm be classified as a Minority Owned Business? YES\_\_\_ NO\_\_\_ If

yes %\_\_\_\_.

- Can your firm be classified as a Woman Owned Business? YES\_\_\_ NO\_\_\_ If yes %\_\_\_\_.

### **OTHER REQUIREMENTS**

- Please provide at least three (3) relevant professional references as a part of the bid
- Please provide proof of Professional Liability Insurance and other necessary insurances to perform the work listed in the Scope of Work.

### ***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

### **SUBCONTRACTING**

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

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 and legal obligations required of your company.

The Spokane Tribe reserves the right to reject any and all sub-contractors included in bids.

<b>SUBCONTRACTOR</b>	
Name:	
Work To Be Performed:	

<b>SUBCONTRACTOR</b>	
Name:	
Work To Be Performed:	

**Cost Bid**

The Contractor shall submit a detailed Cost Bid that includes the proposed guaranteed maximum dollar amount for performance of all work and services.

The dollar bid should contain all pricing information relative to performing the requirements within the request for bids as described. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The Tribe will not be responsible for expenses incurred in preparing and submitting the technical bid and such costs should not be included in the bid.

If it should become necessary for the Spokane Tribe to request the firms to render any additional services to either supplement the services requested in this request for bids or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the contract between the Spokane Tribe and the firm. Any such additional work agreed to between the Spokane Tribe and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar bid.

**Incurred Expenses**

The Spokane Tribe shall not be responsible for any expenses incurred by vendor in responding to this RFP. All costs incurred by vendor in the preparation, transmittal or presentation of any quote or material submitted in response to this RFP will be borne solely by the vendor, and submission of a bid does not create any legal rights or entitlements for any vendor. All submitted bids and/or information in their entirety will become property of the Tribe.

**Bid Confidentiality**

Until the award is made and notice is given to all vendors, no employee, agent, or representative of a submitting vendor shall make available or discuss its bid with any officer, member, employee, agent or representative of the Tribe other than the Contact Person, except in response to inquiries from the Contact Person. Until the award is made and notice of award is given to all vendors, the Tribe will not disclose the contents of any quote or discuss the contents of any quote with any vendor

### **BONDING REQUIREMENTS ( If applicable)**

All submitted bids must have a bid bond of 5% of the submitted price. The bond must be made to the Spokane Tribe of Indians as assurance the vendor will, if selected, enter into contract with the Spokane Tribe of Indians to complete the entire project as specified in this document. Bonds will be returned to each vendor after a final award and all contract documents are in place.

The selected contractor must obtain a performance bond for 100 percent of the original contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all contractor's obligations under such contract. If the contract price increases, the bond amount shall be increased accordingly.

The contractor must obtain a payment bond for 100 percent of the original contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. If the contract price increases, the bond shall be increased accordingly.

### **Responsibility of Vendor**

It is the responsibility of the vendor to provide evidence that it is qualified to perform the required work expected within this RFP. Evidence of qualifications may include, but are not limited to financial resources, production or service facilities, personnel, service reputation and experience adequate to make satisfactory delivery of the services described in this RFP. The failure of a vendor to supply such information, as part of this RFP, is grounds for a determination that the vendor is not qualified to perform the services described in this RFP.

### **Information to Interested Vendors**

- Awarded vendor shall oversee the construction and certification of all facilities related to the scope of this work to ensure compliance with all regulatory and legal entities and requirements; all work shall be performed in a workman like manner.
- Any bid may be withdrawn prior to the above closing date and time. Any bids received after the time and date specified shall not be considered.
- The vendor should provide an affirmative statement that it is independent of the Spokane Tribe.
- The vendor should also list and describe the (or proposed subcontractor's) professional relationships involving the Spokane Tribe 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.
- Any restrictions on the use of data contained in a bid must be clearly stated in the bid itself. Proprietary information submitted in response to the request for bid will be handled in accordance with applicable Spokane Tribal procurement regulations. Data contained in the quote, all documentation provided therein,

and innovations developed as a result of any contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Spokane Tribe.

- No modification of submitted bid will be permitted in any form after the closing date and time.
- Submitter must be able to describe the steps he/she would take in order to complete the project as defined in the executed Services Agreement Contract in a timely manner.

### **COVENANTS AGAINST KICKBACKS**

1. 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.

### **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 Tribe may waive any informalities or minor defects or reject any and all quotes.
3. The Tribe may cancel this RFP at any time for any reason. The Tribe may reject any and/or all bids for any reason as determined by the Tribe.
4. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Tribe.
5. 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's services which are in the opinion, of the Spokane Tribe, to be of unacceptable quality.
6. The Spokane Tribe reserves all sovereign rights and immunities, and each proposer agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss related to this RFP.

### **Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

Proposers shall certify to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;

(b) Have not within a five-year period preceding this bid 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/bid had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

**END OF REQUEST FOR BID**