



BIDDERS COMPANY NAME

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## REQUEST FOR PROPOSAL

Audit of Nisqually Housing Conveyed Files

Project

NISQUALLY INDIAN TRIBE

Prepared By:  
Nisqually Housing Department  
Nisqually Housing Division  
4820 She-Nah-Num Drive  
Olympia WA. 98513



REQUEST FOR PROPOSAL  
RFP# 2019-HSG-01

DATE: February 26, 2019

The Nisqually Housing Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Housing Conveyed Files project. Minority and disadvantaged companies are encouraged to submit proposals.

**VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.**

SEALED PROPOSALS: Vendors will deliver two applications to the following address either by hand, delivery service or by US postal:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall  
Financial Services - Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE Monday, March 28, 2019**

**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Housing Director.**

- Please mark the envelopes clearly with Sealed RFP # 2019-HSG-01
- Questions may be directed to Natosha Kautz, Housing Director, 360-456-5221 or e-mail at [kautz.natosha@nisqually-nsn.gov](mailto:kautz.natosha@nisqually-nsn.gov)

Thank you for your Interest

**Definitions:** “Tribe” is Nisqually Indian Tribe  
“Bidder” an individual or business submitting a bid to Nisqually Tribe  
“Contractor” One who contracts to perform services in accordance with a contract

## 1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe’s specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP.

## 2. SCOPE OF SERVICES

- a. *Forensic review of housing records and reconstruction of documentation of all the conveyed homes and land leases on the Nisqually Reservation. Make written recommendation a new filing system for the conveyed homes. Nisqually Housing will provide all the electronics for this project. Due to strict confidentiality, all work will need to take place on site. A work space will be provided to contractor. See below:*

- 1. Review documentation for all conveyed homes and lease documents

2. Provided itemized report detailing missing inventory and missing file documentation
3. Report which files were filed with the BIA
4. Must have knowledge of NAHSDA
5. Must have knowledge of the BIA
6. Match and document the housing inventory with Tribal council resolutions
7. Document the housing inventory which does not have Tribal council resolutions

## **CONTRACT PROVISIONS**

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Housing Manager and/or Director and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Housing Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Housing Director.

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor's internal records, reports, or insurance policies.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without prior written approval of the Housing Director.

Subcontractors, as well as primary contractors, are subject to the TERO ordinance and the Tribe's Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

### INDEMNIFICATION AGREEMENT



The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### NATIVE AMERICAN PREFERENCE

The Nisqually Tribe's Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all projects \$20,000 and over.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Pauline Simmons

(360) 456-5221 ext.1148

[simmons.pauline@nisqually-nsn.gov](mailto:simmons.pauline@nisqually-nsn.gov)

#### TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

#### INSURANCE REQUIREMENTS

- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.



**Nisqually Indian Tribe**  
*Squally-Absch* People of the river, people of the grass

- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.