

REQUEST FOR PROPOSAL

2019 Elections

Auditor

NISQUALLY INDIAN TRIBE

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



REQUEST FOR PROPOSAL
RFP# 2018-LG 019

DATE: December 4, 2018

The Nisqually Tribal Council on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the 2019 Elections project.

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 their application to the following address either by email, hand, delivery service or by US postal:

Nisqually Tribe
4820 She-Nah-Num Drive SE
Olympia WA. 98513
wall.jill@nisqually-nsn.gov
Phone: 360-456-5221
Attn: Jill Wall
Financial Services – Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE Tuesday, December 11, 2018 at 4:00 p.m. PST
Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Legal Department.**

- Please mark the envelopes clearly with Sealed RFP Legal Dept., project # 2018 LG 019
- Questions may be directed to Heidi Petersen (petersen.heidi@nisqually-nsn.gov) or Nate Cushman (cushman.nate@nisqually-nsn.gov). Phone: (360)456-5221

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. To manage the election process for the 2019 Tribal Elections as set forth in title 13 – Elections Section 13.02. (*Amendments to Title 13 are currently in progress. The current code and proposed amendments are available upon request to interested bidders.*) All Elections are held here on the Nisqually reservation. The elections process begins with a nomination meeting held the first Saturday in February or 2/2/2018. The nomination meeting is followed by a primary election and a general election.

1. The Primary Election is held the second Saturday in March or 3/9/2019
2. The General Election is held the first Saturday in May or 5/4/2019
3. Voting is done in person or by absentee ballots
4. In 2018 there were approximately 589 eligible voters in the primary and 590 in the General Election. These numbers are not expected to vary significantly for the 2019 Elections.

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Tribal CEO 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 Tribal CEO.

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

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 Tribal CEO.

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 Contractors 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 contactor 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.