



**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSULTING SERVICES FOR THE**  
**SEMINOLE NATION OF OKLAHOMA**  
**SUBJECT: IHS Planning Cooperative Agreement**

**Mailing Address:**  
**P.O. BOX 1498**  
**WEWOKA, OK 74884**

**Deadline: December 4, 2015 12:00PM (CST)**

## **A. INTRODUCTION**

The Seminole Nation of Oklahoma (SNO) is a federally recognized Indian Tribe with 19,972 enrolled citizens and is governed by an *Executive authority* consisting of a Principal Chief and an Assistant Chief. The *Legislative body* consists of the *General Council* which is comprised of two (2) representatives elected from each of the fourteen (14) Seminole Bands. The *Judicial power* of the Nation is vested in one Supreme Court and such District Courts and other subordinate courts as may be established pursuant to law enacted by the General Council. The Tribe's headquarters is located in Wewoka, the county seat of Seminole County, Oklahoma, and is approximately 60 miles Southeast of Oklahoma City.

The SNO recognizes it has a fundamentally inherent right to participate in the direction, planning, conduct and administration of federal programs and services provided to its citizens. To exercise this right, the SNO has undertaken a strategic approach to research, define and evaluate federal functions related to health care services currently available. The SNO understands that completing such a plan will provide the Nation with appropriate information to make informed decisions in proceeding with the self-determination process to assume control of the design or reorganization of existing health care programs and how best to align or realign available resources to better address tribal needs and identified tribal health care priorities.

The primary health care provider for tribal citizens is the IHS-Wewoka Health Center. The facility is a rural Joint Commission accredited ambulatory clinic which provides medical, dental, pharmacy and community health care services. The SNO currently operates two (2) P.L. 93-638 Title I contracts through the Indian Health Service. These are the Community Health Representative (CHR) Program and an Alcohol and Substance Abuse (ASAP) Program. In addition, the SNO administers a Special Diabetes Program for Indians (SDPI) through a grant with the Indian Health Service.

The SNO currently participates, in conjunction with the Muscogee (Creek) Nation, on the IHS-Wewoka Service Unit Health Advisory Board. The Advisory Board membership is consists of seven (7) members, five (5) of which are appointed representatives of the SNO. Also, the SNO has established the Seminole Nation Health Board (SNHB). This five (5) member appointed board advises and makes recommendations to the Principal Chief regarding the health care needs and concerns of the SNO citizens.

## **B. PROJECT DESCRIPTION**

The project involves ensuring awareness of the legal options, responsibilities, consequences and necessary protections required to assume PSFA's under a Self-Governance Compact with the Indian Health Service; so as to allow the leadership of the Seminole Nation of Oklahoma to maximize the opportunities afforded under the ISDEAA, while protecting Tribal interests and guaranteeing compliance. The period of this engagement will begin with the notification of selection and end no later than January 15, 2016. The products and deliverables will be due at various times throughout the project period. These dates will be agreed upon as a part of the engagement. Specific goals of the project are as follows:

1. Affirm the indemnity and sovereign status of the Seminole Nation of Oklahoma in relation to contracting and compacting under the authorities of the Indian Self-Determination and Education Assistance (ISDEAA).
2. Enhance the capacity of the SNO to take full advantage of the opportunities afforded under the ISDEAA.
3. Assure Compact and Funding Agreement proposals are in full compliance with ISDEAA requirements.

### **C. SCOPE OF WORK**

Products and Deliverables:

The following are the product/deliverables that will be required from the Contractor selected:

1. Provide legal consultation and guidance to the SNO regarding the legislative, regulatory and legal principles and requirements of the ISDEAA, subsequent amendments and accompanying regulations
  2. Provide a sample Compact and Funding Agreement for review and editing by the SNO Planning Team.
  3. Complete a legal analysis and provide recommendations of the revised Compact and Funding Agreement after SNO edits.
- Note: Indian Preference Requirements: The work to be performed under this proposal is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Indian Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an “Economic Enterprise,” (Native American ownership constituting not less than 51 percent of the enterprise), or a “Tribal Organization,” (the recognized governing body of any Native American Tribe).

### **D. PROPOSED TIMELINE**

The Tribe expects to sign a contract for this proposal no later than December 9, 2015 and provide the selected contractor Notice to Proceed no later than December 10, 2015. All services within this Scope of Work should be predicated on that start date or soon thereafter, although the exact start date will be agreed upon after the contract has been signed.

### **E. SUBMITTAL DEADLINE**

**The Proposal and requested forms must be submitted by 12:00 PM (CST), December 4, 2015. Please provide three (3) complete sets of your Request for Proposal and one (1) digital copy. They should be addressed as follows:**

**Joseph Farani**  
**Procurement Specialist**  
**The Seminole Nation**  
**P.O. Box 1498**  
**Wewoka, Oklahoma 74884**  
**Email: [procurement@sno-nsn.gov](mailto:procurement@sno-nsn.gov)**

**Physical Address: Seminole Nation of Oklahoma, 36645 Hwy 270, Wewoka, OK 74884**

All questions should be in writing and emailed to the Procurement Office at [procurement@sno-nsn.gov](mailto:procurement@sno-nsn.gov)

**F. PROPOSAL CONTENTS & EVALUATION CRITERIA**

The proposals will be evaluated on the basis of the following criteria and point ranges:

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed (0-25 Points)
  - a. Comprehensiveness of the work plan for the project (0-10 Points)
  - b. Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed as related to the work product required and the deadlines and milestones involved. (0-15 Points)
2. Qualifications and experience of Contractor (0-40 Points)
  - a. Size, structure, and longevity of Contractor and ability to maintain continuity of project (0-5 Points)
  - b. Experience of Contractor in performing the work required for this project (0-15 Points)
  - c. Experience of Contractor with Federal Regulations as they apply to Tribal governments and/or organizations (0-10 Points)
  - d. Experience of Contractor in working with both IHS and Tribal Health Program staff in relation to legal analysis (0-10 Points)
3. Cost Factor – Cost of Proposal (0-35 Points)

Total Points Possible: (100)

4. Indian Preference – The Tribe will award an additional (10) points to qualified Native American owned firms, or (1-10) points to the extent proposing firms provide employment and training opportunities to Native Americans in the conduct of work under this proposal. Applicant MUST provide appropriate documentation.

Maximum Total Points w/ Indian Preference: (110)

**Small and Minority Owned Contractors**

Small Contractors and Contractors owned by small and minority firms, and/or women’s enterprises shall have the maximum practicable opportunity to participate in contracts awarded. Applicant must provide appropriate documentation.

**G. OTHER SUBMITTALS**

**1. Certifications**

- A. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: “This is to certify that \_\_\_\_\_(Firm’s Name)\_\_\_\_\_involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.”
  - B. If qualifying for preference in contracting as a Native American owned enterprise or tribal organization, please submit qualifications and documents substantiating 51% ownership.
  - C. Submit a written commitment, as follows, that this work will be top priority with the firm and will be completed in an efficient and prompt manner: “This is to certify that, if selected as \_\_\_\_\_(Firm Name)\_\_\_\_\_, will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner.”
- 2. Proposed Fee Schedule/Cost Proposal:** Include a detailed itemized cost statement showing various classes of staff hours at appropriate rates delineated by work product and/or work plan and schedule.
- 3. Please provide three (3) professional references:** Include Name of Organization, Name of Primary Contact, Title of Primary Contact, Phone Number(s) and Email Address. References must be related to the professional scope of work contained within this RFP.
- 4. Provide Resumes:** Include resumes of all consultants that will be provide services to the SNO under this RFP.

**H. SELECTION PROCESS**

The Tribe, at its sole discretion, shall determine whether a particular Contractor has the qualifications to conduct the desired service for the Tribe.

- 1. Proposals will first be examined to eliminate those that are non-responsive to stated requirements.

2. Award shall be made to the most responsible Contractor whose proposal is determined to be the most advantageous to the Tribe taking into consideration the terms and conditions set forth in this RFP.
3. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
4. The Tribe reserves the right to accept or reject, in part or in whole, any or all proposals submitted without cause for liability.
5. The Tribe reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Contractor's price contained in the cost proposal.
6. The Tribe reserves the right to negotiate further with the successful Contractor. The content of the RFP and the successful Contractor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
7. By submission of proposals pursuant to this RFP, Contractor acknowledges that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
8. The use of interviews by tele-conference to further evaluate the proposals shall be at the discretion of the Tribe. If utilized, all applicants invited to participate in the oral interviews will be ranked after the interview process.

#### **I. CONTRACT REQUIREMENTS**

The respondent selected under this RFP must be fully qualified to perform the services described above. The selected Contractor must also comply with the SNO requirements:

1. **CONTRACT:** The Contractor shall execute an Agreement with the SNO.
2. **SCHEDULE OF PROJECT(S):** The Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time frame.
3. **INSURANCE:** The Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements and shall be able to provide a Certificate of Insurance within ten (10) days after notification of award.
4. **CERTIFICATIONS:** The Contractor upon selection shall sign the Seminole Nation of Oklahoma Representations, Certifications, and Other Statements of Offerors; which may include but is not limited to, Independent Price Determination, Contingent Fee Representation and Agreement, Disclosure Regarding Payments to Influence Certain Federal Transactions, Conflict of Interest, and others of the like.
5. **INDIAN PREFERENCE:** To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)), the selected Contractor agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and ( ) preference in the award of any subcontracts under this contract to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452)

6. INCORPORATED: All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions of the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
7. RETENTION OF RECORDS: All proposals and related materials become the property of the Seminole Nation of Oklahoma and may be returned only at its option.
8. GOVERNING LAW: All applicants are advised that the laws of the Seminole Nation Tribal Court will apply and govern all contracts and engagements.
9. OTHER: All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information, travel or presentation) will be borne by the firm or consultant(s) making the proposal.