



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

January 6, 2015

A. INTRODUCTION

The Seminole Nation of Oklahoma (SNO) is a federally recognized Indian Tribe with 19,972 Tribal members and is governed by an *Executive authority* consisting of the Chief and Assistant Chief. The *Legislative body* consists of the *General Council* comprised of two (2) band 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 SNO headquarters is located in Wewoka in Seminole County, Oklahoma, approximately 60 miles Southeast of Oklahoma City.

The SNO recognizes it has an inherent right to serve its own tribal members and has identified a need to develop a Self-Governance plan for accessing resources within the Indian Health Service to be able to implement a strategic approach to research, transfer and to assume federal functions related to health care for the benefit of its tribal members. The SNO also recognizes completing such a plan will provide them with adequate information to make informed decisions on the design or reorganization of existing health care programs and to align or realign their resources to better address tribal needs and identified tribal health care priorities.

The SNO recognizes it has a need to provide tribal members with quality health care and services that meet the SNO's health care priorities. The SNO seeks to obtain legal and budgetary information to determine relative programs, services, functions and activities (PSFAs) the Nation may elect to assume. Internal tribal planning will need to be undertaken to establish and prepare for an organization-wide development of a strong administration of the health care programs, functions and services. Research of existing tribal resources: including existing funds and qualified tribal personnel will be key in determining the tribe's capacity to assume the federal PSFAs for the services it wishes to provide its tribal members.

The Tribe currently obtains IHS health services through Wewoka Indian Health Center which is a small rural Joint Commission accredited ambulatory health center. The Tribe has five (5) duly authorized representatives out of seven (7) members who serves on the Wewoka Service Unit Health Advisory Board. Also, the Tribe established the Seminole Nation Health Board (SNHB) in 2010. The five (5) representative appointed board advises and makes recommendations to the Principal Chief for the improved availability and accessibility of quality health care services on behalf of the SNO. The primary purpose of the SNHB is to make known the needs and desires of the Seminole people in order to establish policies for the guidance of the Indian Health Service.

The SNO currently operates three preventative/treatment health programs; the Diabetes Prevention Program, the Community Health Representative (CHR) Program and the Alcohol and Substance Abuse (ASAP) Program. The SNO Diabetes Program is currently funded through the Indian Health Services "Special Diabetes Program for Indians." The health care program is made possible through a Community Directed Grant Program that has selected the two best practices "Community Diabetes Screening; and "Physical Activity for Diabetes Prevention and Care." The SNO Community Health Representative Program is a Public Law 93-638, Title I Contract federally funded through the Indian Health Service. The CHR program is a

community-based outreach service for health care and health promotion/disease prevention community education for American Indian and Alaska Native (AI/AN) communities. The SNO Alcohol and Substance Abuse Program is a federally funded Public Law 93-638, Title I contract with the Indian Health Service. It provides substance abuse prevention, outpatient individual counseling, and group counseling to twenty-five to forty adults or juveniles on a quarterly basis.

B. PROJECT DESCRIPTION

The Project generally involves ensuring awareness of options, responsibilities, and financial consequences of assuming PSFAs as a part of a Self-Governance Compact with the Indian Health Services. The Attorney shall provide legal review to assure the Tribe is in compliance with Title V and that it takes full advantage of the opportunities afforded in the Indian Health Care Improvement Act and other statutes. The period of this engagement will begin with the notification of selection and end no later than September 29, 2015. 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 objectives are as follows:

1. Review and advice concerning the Tribe's rights under the Indian Self-Determination and Education Assistance Act (ISDEAA), and related contracting and compacting matters.
2. Review and advice, and representation in other matters and proceedings, related to the Tribe's initiatives related to ISDEAA contracting and compacting, and operation of healthcare programs under ISDEAA contracts and compacts.
3. Other matters requested by the SNO as related to the Scope of Work.

C. SCOPE OF WORK

Products and Deliverables:

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

1. Provide legal analysis and recommendations to the Tribe regarding self-governance laws and principals of self-governance under the statutory requirements.
 2. Provide a sample Compact and Funding Agreement for review and editing by the Planning Team.
 3. Provide a legal review of revised Compact and Funding Agreement after Tribe edits.
 4. Review Funding Agreement in conjunction with the self-governance funding tables.
 5. Provide guidance on any issues that may arise in negotiations of the Compact and Funding Agreement.
 6. Meet with Tribal Officials, as needed, to discuss the final Draft Compact and Funding Agreement.
- 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 March 10, 2015 and provide the selected contractor Notice to Proceed no later than March 20, 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 5:00 PM (CST), March 4, 2015. Please provide three (3) complete sets of your Request for Proposal and one (1) digital copy. They should be addressed as follows:

**Tammy Norris
Procurement Officer
The Seminole Nation
P.O. Box 1498
Wewoka, Oklahoma 74884**

Email: norris.t@sno-nsn.gov

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

Questions should be in writing and emailed to M. Angela Thompson, Budget Officer/Self-Governance Officer, at thompson.a@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 in working with both IHS program and fiscal staff in relation to legal analysis (0-10 Points)
 - d. Experience of Contractor in working with 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 (2) 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.