



Sauk-Suiattle Gaming Corporation

P.O. Box 884, Darrington, WA 98241 • (360) 436-2836

Request for Proposals:

Sauk-Suiattle Gaming Corporation

Project Title: Attorney at Law, Company Representation

General Information

Posted Date:	April 22, 2021
Deadline for Questions:	April 26, 2021
Final Answers Posted:	May 1, 2021 at 5:00pm
Closing Date:	May 3, 2021 at 5:00 pm
Opening Date:	May 6, 2021

1.0 Introduction

The Sauk-Suiattle Gaming Corporation (SSGC) dba Two Rivers Casino and Smoke Shop was formed on September 8, 2022 by resolution of the Sauk-Suiattle Indian Tribe. The purpose of the corporation is the develop, finance, construct and operate a tribal gaming operation for the benefit of the Sauk-Suiattle Indian Tribe, through the exercise of sovereign powers, in furtherance of the economic development, general welfare and economic security of the Sauk-Suiattle Indian Tribe, and pursuant to the Indian Gaming Regulatory Act, and all lawful purposes related thereto, including but not limited to sovereign immunity from suit to the same extent that the Sauk-Suiattle Indian Tribe would have such rights, privileges, and immunities if it engaged in the activities undertaken by the Corporation in its own name. No waiver of the Corporation's immunity shall be implied.

Without limiting the foregoing, the specific purpose of the Corporation is to develop, obtain financing for, design, construct, equip, furnish, train and hire employees for, and to operate a gaming enterprise and related facilities, including a smoke shop, in accordance with IGRA, the Sauk-Suiattle Indian Tribe Gaming Code, the Tribal Gaming Compact between the Sauk-Suiattle Indian Tribe and the Washington State Gambling

Commission and the Cigarette Compact between the Sauk-Suiattle Indian Tribe and the State of Washington Department of Revenue.

The Corporation shall not commence any litigation without specific authorization of the Tribal Council, nor may the Corporation nor any directors or executive management thereof waive immunity of the corporation from suit without specific prior authorization of the Tribal Council.

1.02 Proposal Deadline/Address/Contents

The deadline for receipt of proposals is May 3, 2024 at 5:00 pm and must be received by John MacClain, General Manager, either by hand delivery, express delivery, electronic submission or regular mail no later than May 3, 2024 at 5:00 pm on that day Pacific Standard Time. All proposals and accompanying documentation will become the property of the SSGC and will not be returned. The firm submitting the proposal accepts all risk of late delivery of mailed proposal regardless of fault. Proposals are to be sent to: John MacClain, GM, P.O. Box 884, Darrington, WA 92441 or by electronic submission to john.macclain@thetworiverscasino.com.

1.03 Proposal Preparation Instructions and Information Required in Your Proposal

Please provide (2) copies of your proposal. In order to facilitate the review process and obtain the maximum degree of comparison, proposals should include the following information presented in the order and format shown below:

1.04 Required Format/Information

- Title Page: Show Request for Proposal (RFP) subject, name of Respondent/Respondents firm(s), address, telephone and fax numbers, name of contact person and date of submission. Attachment A
- Transmittal Letter: A one- or two-page summary stating the Responder's understanding of the work to be done and making a positive commitment to perform the work within the time period required.
- Table of Contents: A clear identification of the material by section and page number.
- Profile of the Respondent/Respondents: Include location of office(s), number of partners, managers, supervisors, seniors, and other professional staff. Describe the range of activities performed by your firm, including capability for determining cost/feasibility of
- Approach: Provide a detailed and clear description of the approach and methodology for implementing the work.
- Qualifications and Experience of Staff: Include a list of personnel to be used for this work and their qualifications. Résumé, including education, licensing information, background accomplishments, relevant continuing professional

education and any other pertinent information must be included for each of the key personnel to work on the project. The Responder/Responders must include a statement in the proposal to the effect that “the key personnel assigned to this project as described in this proposal will not be removed from the Project without prior approval of the Tribes’ COR.”

- **Qualifications and Experience of Firm**: Company experience which is relevant to the proposed work, i.e. experience with other Tribal Gaming companies/entities. References: Attachment B
- **Indian Preference**: Sauk-Suiattle Gaming Corporation shall, to the greatest extent feasible, provide preference to Indian-owned economic enterprises and Indian organizations. Projects developed and operated with assistance under 25 CFR Part 1000 are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts.
- **Cost Proposal**: Include a detailed itemized cost statement showing estimated staff hours and rate(s), delineated by task. Also, include an itemized listing of all other expenses or fees that are anticipated. Attachment A.

1.05 Questions Regarding the Appointment

Requests for interpretation/clarification of this RFP must be emailed to Daniel Weller, Secretary, SSGC Board of Directors: daweller724@gmail.com. Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes.

All questions must be submitted no later than 5:00 p.m., PST, May 3, 2024. All responses will be posted on the Two Rivers Casino and Smoke Shop web site at: <https://www.thetworiverscasino.com> within two business days after receipt of the question.

2.0 Evaluation Procedures

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the SSGC may select other than the lowest cost solution. The objective is to choose the firm capable of providing a reliable and effective Tribal Gaming legal representation within a reasonable budget.

An award will be made to a responsible Indian Bidder if within 10% of the lowest non-Indian Proposal, Price and defined experience.

Evaluation Criteria: The proposals will be evaluated on the basis of the following criteria and

point ranges. Maximum Points: (100)

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-15)
- 2) Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed (0-5)
- 3) Relevant Qualifications and experience of Responder/Responders (0-20)
- 4) Size and structure of firm and ability to maintain continuity of work (0-5)
- 5) Experience of Responder/Responders in developing legal strategies for Tribal Gaming companies or other Tribal government entities who have reached a compact with the State of Washington. (0-20)
- 6) Qualifications and experience of staff to be assigned. Education, position in the firm, and years and types of legal experience will be considered (0-10)
- 7) Indian preference (0 – 10)
- 8) Cost (0-5)

3.0 Acceptance/Rejection of Proposals

SSGC reserves the right to reject any and all proposals, whether or not within applicable cost limits, and to waive any information in the proposals received, whenever such rejection or waiver is in the best interest of the SSGC. In the event of disagreement or grievances regarding contract, it is the SSGC policy to resolve all contractual issues per adopted Procurement Policy.

4.0 Scope of Work (SOW) and Specifications

4.01 Purpose

The purpose of this retainment of counsel is to contract with Respondent or Respondents who best demonstrate expertise in Tribal/State compacted Gaming companies/corporations. The work to be performed must comply with all rules and regulations of Sauk-Suiattle Indian Tribal Code. This project is for a total of yearly engagement, with automatic renewal unless SSGC notifies the firm no less than 30-days prior that a new RFP will be issued for the next contract year.

4.02 Respondent Capacity to Conduct the Project

The Respondent/Respondents shall provide evidence of its ability to furnish all qualified personnel, facilities, equipment, and supplies to **provide legal representation for SSGC** in accordance with appropriate standards on behalf of the Sauk-Suiattle Indian Tribe.

4.03 Reports Required

The Respondent/Respondents shall provide at least monthly (or more often if requested by the GM) reports on the billable hours and summary of work of the firm completed on behalf of SSGC.

4.04 Contract

Prior to any binding agreement with the successful Respondent(s) for services under this RFP, the successful Respondents will be required to enter into a Tribal Consulting Contract for the requested services under this RFP. This RFP does not constitute an obligation or agreement on the part of SSGC. It provides for the procurement of services on the basis of billable rates.

4.05 Period of Performance

Any contract let from this RFP shall be in effect upon the date of award and shall continue to be in effect until the termination of the Contract. The projected starting date will be May 15, 2024 and ending date will be May 15, 2026, unless renewed for concurrent year(s) by SSGC.

4.06 Key Personnel

The personnel specified in the Responder/Responder's proposal are considered to be essential to the work being performed hereunder. Prior to changing any of the individuals specified in the proposal, the Responder/Responders shall notify the GM reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No personnel changes shall be made by the firm without the prior written consent of the GM.

4.07 Payment and Submission of Invoices

Payment for work performed under the contract shall not exceed the agreed upon amount, unless otherwise agreed upon, in writing, by both parties. Payment shall be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document progress. Invoices will not be accepted on more frequent intervals than once a month. Invoices requesting payments shall be prepared and submitted in duplicate and contain the following information: contract number, detailed description of services, and total cost.

In the event of abandonment of the work or termination of the contract for any cause, under the respective sections of the contract, the terms of any settlement shall be subject to approval by the GM or designee. SSGC shall not disburse monies after giving notice of abandonment or termination. A settlement may be reached to include may include restitution of funds disbursed for services not performed.

5.0 Terms and Conditions

5.01 Site Visitations

The Contractor site visit is not required. By submitting his/her proposal, the Consultant

acknowledges that he/she has satisfied him/herself as to the nature of the work.

5.02 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Consultant and shall not be chargeable in any manner to the SSGC.

5.03 Completeness of Proposal

The Consultant must submit a completed Proposal (Form 1) signed by the firm principles representative authorized to bind the proposing firm contractually. The Consultant must identify on the form any exceptions the Contractor takes to the SSGC, RFP, or declare that there are no exceptions taken

5.04 RFP Amendments

SSGC reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

SSGC reserves the right to change the RFP schedule or issue amendments to the RFP at any time. SSGC also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the consultant's responsibility to check the Tribe's website (<https://www.thetworiverscasino.com>) for the issuance of any amendments prior to submitting a proposal response.

5.05 Insurance Requirements

The Sauk-Suiattle Indian Tribe will require the selected Consultant to comply with the insurance requirements as listed in the RFP. All time extensions for this project will require continued insurance coverage. Questions regarding insurance requirements can be discussed with the GM, (360) 436-2836.

5.06 Equal Opportunity Requirements

The Sauk-Suiattle Indian Tribe is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

5.07 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with Federal, State, Tribal and local laws, statutes and ordinances relatively to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural

resources; permits; fees; taxes; and similar subject.

5.09 Ownership of Documents

All documents, reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the Sauk-Suiattle Indian Tribe.

5.10 Confidentiality of Information

All information and data furnished to the Contractor by the Sauk-Suiattle Indian Tribe/SSGC and all other documents to which the Contractor's employees have access during the term of the Contract, shall be treated as confidential to the Sauk-Suiattle Indian Tribe. Any oral or written disclosure to unauthorized individuals is prohibited.

5.11 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the Sauk-Suiattle Indian Tribe and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

5.12 Safety

All applicable regulations pertaining to safety, the Contract Manager shall strictly adhere to including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations. Particular care shall be exercised in connection with the operation of vehicle and other equipment on the site.

5.13 Debarred

Selected consultant must sign a Certification Regarding Debarment and Suspension stating that they are not presently debarred or suspended or declared ineligible for the award of contracts by any Federal, State or any Tribal Government. Attachment B

ATTACHMENT A:

PROPOSAL COVER PAGE: _____ Project Title _____

Company Name _____ Date _____

Address _____

Contact Person and Title: _____

Telephone Number _____ Fax Number _____

Email address _____

Length of time in business _____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity _____

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)

Cost of Services (Anticipated Total Hours x Rate) _____

Overhead costs (describe) _____

Necessary travel _____

TERO Fees _____

Other (describe) _____

Total Price \$ _____

Authorized Respondent Signature _____

Telephone _____

ATTACHMENT B:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Firm/Respondent certifies, to the best of its knowledge and belief, that:

1. The Firm/any of its Principals-

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have () have not (), within a 7 year period preceding this offer, been convicted 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 or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Firm has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Firm

knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature

ATTACHMENT C:

CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Firm: _____
Mailing Address: _____
City/State/Zip Code: _____
Contact Name _____
Title _____
Phone Number _____
Date when work performed: _____
Description of work performed: _____

Client Reference # 2

Name of Entity/Firm: _____
Mailing Address: _____
City/State/Zip Code: _____
Contact Name _____
Title _____
Phone Number _____
Date when work performed: _____
Description of work performed: _____

Client Reference # 3

Name of Entity/Firm: _____
Mailing Address: _____
City/State/Zip Code: _____
Contact Name _____
Title _____
Phone Number _____
Date when work performed: _____
Description of work performed: _____
