



Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155
(509) 634-2200

Request For Proposal Opioid Litigation Services

SECTION 1: GENERAL INFORMATION

1.01 Significant Dates

Posted Date: March 8, 2018
Deadline for Questions: March 19, 2018, at 3:00 pm PST
Answers Posted: March 21, 2018, by 4:00 pm PST
Closing Date: March 26, 2018, at 3pm PST
Opening Date: March 26, 2018, at 3pm PST

1.02 Description of Proposals Sought

The abuse of opioids is a widespread problem on the Colville Reservation. The Confederated Tribes of the Colville Reservation (“Tribes”) is issuing this Request for Proposals (“RFP”) to qualified law firms interested in providing legal services consisting of representation in litigation against opioid manufacturers and distributors on behalf of the Tribes.

1.03 About the Colville Tribes

The Confederated Tribes of the Colville Reservation is a Sovereign Nation consisting of 12 bands. Presidential Executive Order established the Colville Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Seat of Government is the Lucy Covington Government Center located on the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, Washington with offices located throughout the Reservation. The Tribes’ business hours are Monday through Friday, 7:30 to 4:00, excluding Tribal and Federal Holidays.

1.04 Response Format

Proposals should be prepared simply, providing a straightforward and concise delineation of the Firm’s approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 30 pages, single-spaced with no less than 12-point font.

Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Firms that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Proposal

The Firm must submit a completed Proposal signed by a Firm representative authorized to bind the proposing firm contractually. The Firm must identify on the form any exceptions the Firm takes to the Tribes RFP, or declare that there are no exceptions taken.

1.06 Proposal Response Date and Location

Proposals must be submitted no later than 3:00 pm PST, March 26, 2018. The proposal must be submitted as a PDF attachment to an email with the subject line “Opioid Litigation RFP”; the email must be sent to:

dorthey.zacherle@colvilletribes.com

All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Firms accept all risk of late delivery of emailed proposal regardless of fault.

1.07 Firm’s Cost to Develop Proposals

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

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to Jason D’Avignon, Office of the Reservation Attorney, at jason.davignon@colvilletribes.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 3:00 pm PST on March 19, 2018. All responses will be posted on the Tribes’ web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 pm PST on March 21, 2018.

2.02 RFP Amendments

The Tribes 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.

The Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Firm’s responsibility to check the Tribes’ website for the issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.05, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribes.

2.05 Proposal Validity Period

Submission of a proposal will signify the Firm's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Firm.

2.06 Proposal Signatures

An authorized representative of the Firm must sign proposals, with the Firm's address and telephone information provided. Unsigned proposals will not be considered.

2.07 Insurance Requirements

The Tribes will require the selected Firm to carry professional liability insurance.

2.08 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Firm shall become the property of the Tribes. The Tribes may provide the Firm with a limited license to use such material.

2.09 Hold Harmless

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

2.10 Limitations on Costs and Expenses

The Firm's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (e.g., Westlaw and Lexis); in-house photocopying; unnecessary express mail/overnight courier mailings; or for developing invoices for the Tribes.

2.11. Dispute Resolution and Venue

The Tribes will require the selected Firm to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Firm's services, including the application of tribal law.

2.12. Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.14. Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.15. Debarment

Selected consultant must sign a Certification Regarding Debarment and Suspension.

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to continue until the litigation is resolved through a final judgment or settlement. However, as stated in Section 2.12, any agreement would be year-to-year.

3.02 Scope of Work

The scope of work is the representation of the Tribes in litigation against opioid manufacturers, suppliers, and distributors in federal court. This work would include any and all tasks necessary to prosecute the litigation to final judgment or to reach a beneficial settlement for the Tribes, including investigation, legal research, preparation of legal memoranda and other documents to be filed into court, appearing in court, negotiating with defendants' counsel, and working with other plaintiff counsel.

3.03 Required Information

The Firm's Proposal must include the following:

A. Title Page. Show Request For Proposal (RFP) subject, name of Firm, address, telephone and fax numbers, name of contact person and date of submission.

B. Transmittal Letter. A one or two page summary stating the Firm's understanding of the work to be done and making a positive commitment to perform the work.

C. Table of Contents. A clear identification of the material by section and page number.

D. Profile of the Firm. Include location of the Firm's office(s), number of partners, associates, and other professional staff. Describe the range of activities performed by your firm, including capability for prosecuting the multi-district litigation.

E. Approach. Provide a clear description of the Firm's anticipated approach for pursuing this litigation.

F. Overview of the Legal Issues/Litigation. Provide a brief narrative addressing: (1) the advantages and disadvantages of the Tribes participating in litigation against opioid manufacturers and distributors; and (2) the status of litigation already filed by governmental entities (tribes, cities, counties, states).

G. Program Organization and Management. Show the team proposed for the work identified, including the identification of persons assigned to individual tasks, and, if applicable, the function and responsibilities for major subcontractors.

H. Statement of Qualifications.

(1) Experience of Firm: Provide a statement of the firm's experience and litigation accomplishments with: (A) similar types of lawsuits during the past 10 years; and (B) working with Indian tribes and within Indian Country.

(2) Experience/Qualifications of Assigned Professionals: Provide a résumé for the individuals who would likely be assigned to this litigation and designate who would have primary responsibility for this litigation. Also indicate the specific role these individuals had in the above referenced matters.

I. Current Assignments. Provide a statement concerning your firm's ability to devote sufficient time and resources to this type of litigation in relation to existing or anticipated assignments of the firm.

J. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the firm or attorneys that may be assigned to this litigation might have or encounter.

L. Detailed Cost Proposal. Provide a detailed statement of any and all costs the Tribes would be responsible in pursuing this litigation. This statement must include:

(1) Proposed Fee Agreement. Provide a copy of your firm's proposed fee agreement. The fee agreement must address the Tribes' exposure, including an itemized estimation, for any costs or expenses for the remainder of federal fiscal year and for the anticipated duration of the litigation. The fee agreement must address indemnification for the Tribes against any liability that could arise out of this litigation.

(2) Colville Tribes' Resources. Provide a statement regarding the extent to which the Tribes' staff resources will be needed to assist in the litigation by providing information, data, documents, etc. Identify what those needed resources will be along with an explanation as to how the staff time and resources may be reimbursed via the lawsuit.

SECTION 4. PROPOSAL EVALUATION

4.01 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Firm's proposal meets the needs of the Tribes as described in the Firm's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting.

Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes may select a contract other than the one providing the lowest cost solution. The objective is to choose the Firm most capable of successfully litigating the matter.

Indian preference will be applied in the following manner: 100% Colville business will receive 22 pts; a Colville family business will receive 15 pts; a Colville business will receive 10 pts; and an Indian business will receive 5 pts.

Factor	Points
Overview of the Legal Issues/Litigation	0-10
Approach to the Litigation	0-15
Organization & Management	0-10
Statement of Qualifications: Generally	0-25
Statement of Qualifications: Work in Indian Country	0-10
Cost Proposal: Fee Structure	0-25
Cost Proposal: Tribes' Resources	0-10
Indian Preference	0-22
Other Requirements	0-14
Total Points Available:	141

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.05 Contract Award and Execution

The Tribes reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Firm can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Firm's proposal response, as amended by agreement between the Tribes and the Firm, including e-mail or written correspondence relative to the RFP, may become part of the Contract document. Additionally, the Colville Tribes may verify the Firm's representations appearing in the proposal. Failure of the Firm to perform as represented may result in elimination of the Firm from competition or in Contract cancellation or termination.

The Firm selected, as the apparent successful Firm will be expected to enter into a contract with the Tribes. If a contract is not entered into with a reasonable time after selecting the proposal, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Firm. The Tribes shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Firm offers for cost reduction and other elements of the Firm's proposal. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Firm, then the Tribes will terminate discussions with the selected Firm and proceed to the next Firm in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribes reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

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

- A. The Firm certifies, to the best of its knowledge and belief, that-
1. The Firm and/or 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, ore 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 First 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 Untied 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 nonresponsible.

- 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 here by certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature