



PORT GAMBLE S'KLALLAM TRIBE

**Request for Proposals for
Development of Tribal Community Emergency Preparedness Resource Binders**

BACKGROUND

Vision

“Port Gamble S’Klallam Tribe uses our many resources to maintain a proud, strong, healthy, educated community that uses innovation to ensure all our people enjoy a good quality of life.”

Mission: The mission of the government of the Port Gamble S’Klallam Tribe is to improve the quality of life for all tribal members. We accomplish this through decision-making that considers future generations, competent administration and management, preservation and protection of our rich cultural heritage and natural resources, the enhancement of economic opportunities, and the protection of tribal sovereignty through determining our own destiny.

BRIEF DESCRIPTION OF TRIBE

The Port Gamble S’Klallam Reservation is located on the northern tip of the Kitsap Peninsula in Washington State. It is situated on Port Gamble Bay, for generations an important natural resource for the Tribe and other Native Americans.

The Tribe is one of 29 federally recognized Indian Tribes in Washington State. The population of the Port Gamble S’Klallam Tribe is currently just over 1,300 enrolled tribal members. About half the tribal members reside on the reservation, along with other Native Americans and non-Indians. More information about the Tribe can be found at the Tribe’s website:

www.pgst.nsn.us

DESCRIPTION OF THE TRIBAL GOVERNMENT

The Port Gamble S’Klallam Tribal Council is comprised of six elected officials serving two year staggered terms. It serves as the executive and legislative body of the tribe and convenes twice a month to establish policy, review budgets and finances, and ensure staff is carrying out the responsibilities delegated to it to fulfill the vision and mission of the tribe.

The Tribal government employs approximately 300 employees and provides numerous direct services to the tribal membership. The Tribe also owns a casino, a convenience store, a tribally designated housing entity, and operates a 501 (c) 3 non-profit foundation. The casino operates class II and II gaming and employs approximately 225 employees, this number includes part-time and on-call staff.

SCOPE OF WORK

The Tribe seeks a highly organized detail-oriented contractor to research, compile, design and build comprehensive Family Emergency Preparedness Binders. The ideal candidate or firm will possess excellent research skills, have a creative knack for document formatting, and a commitment to helping families stay safe and organized during crisis.

Information Gathering & Customization: The selected contractor will assist the Tribe's Emergency Preparedness Team to research and compile localized emergency risks and information, including evacuation routes, local emergency contacts, utility shut-off locations, routine household maintenance items for fire prevention and safety. The binder shall also details addressing everyday environmental health and safety including food safety, air quality, toxic hazards and their impacts, water safety, and an overview of PGST's water system.

Document Formatting: The selected contractor will design and format the binders to provide an easy to navigate check lists, crisis specific informational guides, fillable forms for families to compile important documents, medication lists, family emergency plans, and emergency contacts.

Build Binders: Procure and design and assemble 3 ring binders to provide families a starting point to customize their family's emergency planning needs.

PROPOSED SCHEDULE

- a. Tribe to release RFP by September 21, 2026
- b. Questions due by September 25, 2026, 4:00PM
- c. Proposals due by: October 5, 2026, 4:00PM
- d. Tribe interviews and selects between: October 8 – 21, 2026
- e. Estimated Contract Approval: October 31, 2026
- f. Delivery of Emergency Preparedness Resource Binders: June 15, 2026

PROPOSAL REQUIREMENTS/GUIDELINES

- g. Letter of Interest and overall qualifications.
- h. Name of provider who will be responsible for the performance of any work assigned including all contact information.
- i. Detailed biographies and summary of the relevant experience of each provider who would be available to perform services on behalf of the Tribe.
- j. Description of the services provided to Tribal or other clients over the last three to five years, including examples of successful results as well as unsuccessful results.
- k. Three references from current or former clients, including tribal clients.
- l. A description of any costs that would be charged to the Tribe to provide the agreed upon services.
- m. Statement of availability to commence and complete work

PROCEDURES FOR QUESTIONS

Interested consultants are invited to submit questions to Nick Miller (nmiller@pgst.nsn.us) and Rachel Gates (rhgates@pgst.nsn.us) by September 25 at 4:00PM.

Responses to questions will be posted by October 2, 4:00PM at energy.pgst.nsn.us and emailed to all consultants who have expressed interest in the RFP via email.

PROCEDURES FOR SUBMISSION

Interested consultants are invited to submit electronic copies of their written proposal by 4:00PM on October 5 to Nick Miller (nmiller@pgst.nsn.us) and Rachel Gates (rhgates@pgst.nsn.us)

All material submitted in response to this Request for Proposals becomes the property of the Tribe and will not be returned. Proposals are limited to 5 (five) pages. Proposals exceeding the page limit shall be competitively disadvantaged.

SELECTION CRITERIA (IN NO PARTICULAR ORDER)

- n. Reasonableness of fees
- o. Qualifications of candidate
- p. Availability
- q. Organizational development expertise and experience, especially as it relates to Native American Tribes

REJECTION OF RESPONSES

The Tribe reserves the right to not award a contract at all.

DISPUTE RESOLUTION AND WAIVER OF SOVEREIGN IMMUNITY

Any candidate responding to this Request for Proposals should include a statement of their consent to the following statement:

No Waiver of Sovereign Immunity

The Tribe enters into this Agreement pursuant to its governmental authority and nothing herein shall be deemed to be a waiver of the Tribe's sovereign immunity. This contract has been entered into within the jurisdiction of the Port Gamble S'Klallam Tribe and is subject to the laws of the Port Gamble S'Klallam Tribe.

A model contract is provided as a part of this RFP and the successful candidate will be expected to use the terms of the model in the final agreement.

WORK FOR HIRE AGREEMENT

THIS IS A WORK FOR HIRE AGREEMENT between the Port Gamble S'Klallam Tribe (hereinafter "Tribe,") and [artist name] (hereinafter "Contractor") for the purpose of providing work according to the terms herein.

Term of Agreement

This agreement shall commence on _____ and shall terminate on _____.

The Work shall be completed no later than _____.

Scope of Work

The Contractor agrees to perform the work (hereinafter "Work") at the direction of _____ at the Tribe (hereinafter "Representative(s)"). Statement of work to be performed:

Contractor will research, compile, design and build comprehensive **Family Emergency Preparedness Binders**.

Information Gathering & Customization: Contractor will assist the Tribe's Emergency Preparedness Team to research and compile localized emergency risks and information, including evacuation routes, local emergency contacts, utility shut-off locations, routine household maintenance items for fire prevention and safety. The binder shall also details addressing everyday environmental health and safety including food safety, air quality, toxic hazards and their impacts, water safety, and an overview of PGST's water system.

Document Formatting: Contractor will design and format the binders to provide an easy to navigate check lists, crisis specific informational guides, fillable forms for families to compile important documents, medication lists, family emergency plans, and emergency contacts.

Build Binders: Contractor will procure and design and assemble 3 ring binders to provide families a starting point to customize their family's emergency planning needs.

The Work shall be satisfactory to the Tribe's Representative(s) in character, content and form. The Tribe's Representative(s) shall notify the Contractor within 1 week of any work which is deemed unsatisfactory. The Contractor shall have 2 weeks to correct any such work.

In the event that the Contractor fails to provide work that is satisfactory to the Tribe's Representative(s), the Tribe may obtain the services of another contractor to complete the work, and shall charge any costs incurred to the Contractor. Any such costs shall be set off, to the extent possible against any money due to the Contractor under the terms of this or any other Agreement between the Contractor and the Tribe.

Upon request by the Tribe, the Contractor shall prepare and submit a digital photo to document progress of the Work. The Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies to accomplish the Work agreed to be performed. The Tribe shall not be liable to the Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed in writing. The Contractor shall keep an accounting of all time spent and any expenses (pre-approved by the Tribe) incurred.

Compensation

The Contractor agrees to complete the Work set forth in the Scope of Work section of this Agreement and the parties agree that the Tribe will compensate the Contractor \$_____ (frequency or method of payment), and the total contract amount shall not exceed \$_____.

Ownership of the Work

It is expressly understood by and between the parties hereto that the Work is a "work made for hire" under the Copyright Laws of the United States of America, and as such the Tribe owns all rights in and to the Work. The Contractor releases any and all rights he/she may have in the

Work, now or in the future, including any copyrights or proprietary rights, and agrees that the Work is a work made for hire. Contractor agrees that to the extent that the Work does not qualify as a work made for hire under the Copyright Laws of the United States of America, or any comparable foreign laws, the Contractor hereby assigns and agrees to assign all rights he/she may have or hereafter acquire in the Work and shall without further consideration but at the expense of the Tribe, execute any additional documents that may be necessary to effect this transfer and perfect the Tribe's interests therein. The Contractor irrevocably waives and agrees not to assert any and all moral rights or any rights to similar effect in any country or at common law that he/she might have with respect to the Work to the extent that those rights have not been assigned above.

The Tribe may, at its option and expense, seek copyright or patent registration, trademark, trade secret, or other intellectual property right for the Work. As owner of the copyright or patent, the Tribe shall have all rights attendant to that ownership, including, but not limited to, rights of reproduction, preparation of derivative works, distribution, and display.

The Contractor warrants and represents that the Contractor is the sole owner of the Work and all the rights herein granted, and has full right and power to make this Agreement; that the Contractor has not previously granted the rights to the Work to another third party; that the Contractor has used all reasonable care to ensure that all facts and statements in the Work are true; that the Contractor has obtained the necessary releases of subjects and locations identified in the Work; that the Tribe's inclusion and use of the Work will not violate any copyright, proprietary or personal rights of any third party; that the Contractor has not in any manner disposed of any of the rights herein granted to the Tribe or granted any rights, adverse to or inconsistent therewith; nor are there any rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted the Tribe.

The Contractor shall indemnify and hold harmless the Tribe, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising

out of or in any way connected with any breach of any representation, warranty, or covenant made by the Contractor herein.

Independent Contractor

Contractor understands that Contractor is an independent contractor at all times, as defined in the IRS code. Contractor is responsible to pay, according to law, Contractor's income taxes. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment taxes (e.g., Social Security), to be paid by Contractor according to law.

The Tribe will not withhold or pay federal, state, local income, or payroll tax of any kind on behalf of the Contractor. The Contractor shall not be treated as an employee for any services performed hereunder for tax purposes, or any other purposes.

There shall be no fringe benefits, holiday pay or other benefits that would accrue to an employee.

Workers Compensation

No workers' compensation insurance shall be obtained by Tribe concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

Confidentiality

The Contractor understands that they are responsible for maintaining confidentiality in regard to information relating to the Tribe and failure to maintain confidentiality may result in the immediate termination of this Agreement.

Assignment

The Contractor shall not assign any obligations, rights or fees under this Agreement, in whole or in part, without prior written approval of the Tribe.

Amendments

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

Termination

Termination Without Cause: Either party may terminate this agreement in whole or in part hereto, upon 30 days advance written notice to the other party. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

Termination With Cause: With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause includes but is not limited to:

- a) Material violation of this agreement;
- b) Inaccuracies in background information provided to Tribe or disqualifying information discovered upon thorough professional background investigation of Contractor.

Responsibilities Upon Termination

The Contractor agrees to return to the Tribe all documents and materials in the Contractor's possession which belong to the Tribe and all documents and materials produced or obtained by the Contractor with funds paid by the Tribe under this agreement.

Non- Waiver

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be waiver of such rights or a waiver of any subsequent breach.

No Authority to Bind Tribe

The Contractor has no authority to enter into contacts or agreements on behalf of the Tribe.

Declaration by Contractor

The Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

How Notices Shall be Given

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Entire Agreement

This is the entire agreement of the parties and cannot be changed or modified orally.

Severability

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

No Waiver of Sovereign Immunity

The Tribe enters into this Agreement pursuant to its governmental authority and nothing herein shall be deemed to be a waiver of the Tribe's sovereign immunity. This contract has been entered into within the jurisdiction of the Port Gamble S'Klallam Tribe and is subject to the laws of the Port Gamble S'Klallam Tribe.

Independent Contractor Information

Name (*Individual*) _____

Business Name (*If Applicable*) _____

☐

Individual/Sole Proprietor

☐

Medical/Dental

☐

Exempt from backup withholding

☐

Other – 501C

☐

Exempt – *Fisheries/Court Payments/Respite Care*

SSN: _____

TIN: _____

Address (*Remittance*)

(*If 1099 Misc. is mailed to a*

Different address, please specify) _____

Contact Person:

Telephone No:

Fax No: _____

Email or Web Address:

Signatures

Signed by Contractor:

_____ Date _____

Signed by:

_____ Date _____

Port Gamble S'Klallam Tribe

(By signing this, Director certifies compliance with the Tribe's Purchasing Policy, Budget Process, and that the Contractor is not listed on the Debarment List)

Approved as to form by:

_____ Date _____

Legal Department
Port Gamble S'Klallam Tribe