

TRIBE/NATION

Request for Proposal

Insert Request Number

Insert Services Needed

Issued: Insert Date

Response due: Insert Date

Introduction and Background

The **Tribe**, (commonly referred to as the **Nation**) is a federally recognized Native American tribe with a tribal jurisdictional area comprising [insert description here]. The **TRIBE / NATION** maintains a special relationship with both the United States and state governments.

Tribal businesses generate **XXX** of dollars annually and more than **XXX** jobs for tribal and non-tribal state members. The **TRIBE / NATION** operates the following business entities: [Insert all tribally owned businesses here].

Proceeds from all the **TRIBE / NATION's** businesses provide the revenue stream to support: [Insert services supported by tribal business revenue here].

Purpose of the RFP

The **TRIBE / NATION** seeks to identify a candidate for a partnership to perform [Insert services needed here] for a [insert grant information here]. The project, awarded to the [tribal department], must [insert objectives of grant project here]. The **TRIBE / NATION** seeks an individual(s) to: [insert needs here].

Administrative

- **Technical Contact** - Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:
 - Project Director
-
- **Contractual Contact** - Any questions regarding contractual terms and conditions or proposal format must be directed to:
 - Contract Department

Electronic response accepted and preferred for all proposals.

Due Dates

- A written confirmation of Vendor's intent to respond to this RFP is required by [Insert Date Here].
- Remit to: [Insert person responsible for handling the RFP process here]
- **Proposal due by 4:00 pm on [Insert Date RFP due].**

Schedule of Events

○ RFP Distribution to Suppliers	DUE DATE
○ Written Confirmation of Suppliers with Bid Intention	DUE DATE
○ Submit Certificate of Liability Insurance	DUE DATE
○ Submit Signed Non-Disclosure Agreement	DUE DATE
○ Submit DUNS No. and NAICS Codes if applicable	DUE DATE
○ Davis-Bacon Act Compliant	DUE DATE
○ Pre-Bid Protest	DUE DATE
○ Questions in regard to Scope of Work or Approach	DUE DATE
○ Responses to Questions about Scope or Approach	DUE DATE
○ Proposals due date 4:00 PM	DUE DATE
○ Target date for review of proposals	DUE DATE
○ Supplier selection discussions/Interviews	TBD
○ Final Supplier selection decision	TBD
○ Anticipated commencement date of work	TBD

Post- Award Protest

Any vendor choosing to protest the award of this contract must send written formal protest within 10 days of the award date.

Questions

Questions about the Request for Proposals must be submitted in writing and received by Friday, [insert date here]. If questions are received after this date, the questions will not be answered. Please forward your questions and e-mail addresses to:

[Insert names and addresses here]

Potential Partner's proposal in response to this RFP will be incorporated into the final agreement between TRIBE / NATION and the selected Supplier(s)

DETAILED RESPONSE REQUIREMENTS (The submitted proposals must include each of the following underlined sections)

- **EXECUTIVE SUMMARY**
 - This section will present a high-level synopsis of the Supplier's responses to the RFP. The Executive Summary should be a brief overview of the proposed engagement and should identify the main features and benefits of the RFP.

- SUPPLIER'S COMPANY SIZE AND HISTORICAL PERFORMANCE
 - Number and type of clients utilizing potential Partners services
 - Average number of repeat clients
 - Indicators of financial performance/stability
- SCOPE OF WORK THAT THE POTENTIAL PARTNER MUST BE ABLE TO PROVIDE

INSERT SUMMARY OF WORK TO BE COMPLETED HERE

The potential partner must:

- **INSERT SPECIFIC REQUIRMENTS HERE**
- **INSERT SPECIFIC REQUIRMENTS HERE**
- **INSERT SPECIFIC REQUIRMENTS HERE**

Guidelines for Proposal submission:

Award of the contract resulting from this RFP will be based upon the most responsive and most responsible Supplier whose offer will be the best value and most advantageous to the **TRIBE / NATION** in terms of cost, functionality, and other factors as specified elsewhere in this RFP.

TRIBE / NATION reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Supplier,
- Accept other than the lowest priced offer,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

Supplier's proposal shall be submitted in several parts as set forth below. The Supplier will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for **TRIBE / NATION's** evaluation of the Supplier's proposal.

In order to address the needs of this procurement, **TRIBE / NATION** encourages Suppliers to work cooperatively in presenting integrated solutions. Supplier team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery for the benefit of **TRIBE / NATION** under this RFP. **TRIBE / NATION** will recognize the integrity and validity of Supplier team arrangements provided that:

- The arrangements are identified and relationships are fully disclosed, **and**
- A prime Supplier is designated that will be fully responsible for all contract performance.

Supplier's proposal in response to this RFP will be incorporated into the final agreement between **TRIBE / NATION** and the selected Supplier(s). The submitted proposals are suggested to include each of the following sections:

1. Executive Summary
2. Approach and Methodology
3. Project Deliverables
4. Project Management Approach
5. Detailed and Itemized Pricing
6. Appendix: References
7. Appendix: Project Team Staffing
8. Appendix: Company Overview

DELIVERABLES

At the conclusion of the assessment, **TRIBE / NATION** requires written documentation of the approach, findings, and recommendations associated with this project. A formal presentation of the findings and recommendations to senior management may also be required.

CONFLICT OF INTEREST

If the Supplier or any employee or agent of the Supplier may have, or may give the appearance of a possible conflict of interest, the Supplier shall include in its Proposal a statement indicating the nature of the conflict. The **TRIBE / NATION** reserves the right to disqualify the Supplier if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The **TRIBE / NATION's** determination shall be final regarding any question(s) of conflict of interest.

APPENDIX: REFERENCES

- 1.
- 2.
- 3.

APPENDIX: PROJECT TEAM STAFFING

Include biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. Describe bonding process and coverage levels of employees. Affirm that no employees working on the engagement have ever been convicted of a felony.

INSERT BONDING REQUIREMENTS HERE: No bonding required at this time

APPENDIX: COMPANY OVERVIEW

Provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- Person authorized to contractually bind the organization for any proposal against this RFP.

EVALUATION FACTORS FOR AWARD

- **CRITERIA**

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Supplier's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Supplier or Suppliers:

1. Completion of all required responses in the correct format.
2. The extent to which Supplier's proposed solution fulfills **TRIBE / NATION's** stated requirements as set out in this RFP.
3. An assessment of the Supplier's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
4. The Supplier's stability, experiences, and record of past performance in delivering such services.
5. Availability of sufficient high-quality Supplier personnel with the required skills and experience for the specific approach proposed.
6. Overall cost of Supplier's proposal.

TRIBE / NATION may, at their discretion and without explanation to the prospective Suppliers, at any time choose to discontinue this RFP without obligation to such prospective Suppliers.

INDIAN PREFERENCE

Indian preference will be given to those Vendors certified as Indian-owned. Proof of certification (including any CDIB card) must accompany all proposals unless a Vendor has previously registered under **TRIBE / NATION's** Preferred Supplier Program.

CONTRACTUAL REQUIREMENTS

Vendors selected pursuant to this RFP will be expected to agree to the Terms and Conditions contained attached to each purchase order provided by **TRIBE / NATION**, which are available upon request. Unless otherwise stated in this RFP, the successful proposer agrees to enter into a Contract on the form approved by **TRIBE / NATION**, which shall include, but not be limited to, the following requirements:

1. **Choice of Law and Forum:** This Agreement shall be governed by and interpreted in accordance with the applicable laws of the **State or TRIBE / NATION** without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. Any claim or controversy arising out of this Agreement or a breach hereof shall be adjudicated exclusively by the courts of the **TRIBE / NATION**. Vendor irrevocably consents to the jurisdiction of such courts and hereby irrevocably waives any claim that any proceedings brought in such courts have been brought in an inconvenient forum. **Nothing contained in this Agreement shall be construed to waive the sovereign rights or defenses of the TRIBE / NATION, its elected officials, directors, officers, employees or agents.**
2. **Indemnification.** Vendor shall be liable for and shall defend, indemnify and hold harmless the Nation, its subsidiaries, affiliates, and their respective elected officials, officers, directors, employees, and agents against all claims, demands or liabilities (including reasonable attorneys' fees) arising out of or occurring in connection with the Work, and which is caused in whole or in part by Vendor or any personnel directly or indirectly employed by Vendor, due to (i) personal injury or death of any person or (ii) damage to or loss of property. Vendor agrees to insure itself against the above claims under its contractual liability insurance coverage, but such insurance shall in no way limit the scope of Vendor's indemnification of the Nation hereunder.
3. **Confidentiality.** The **TRIBE / NATION** may provide Vendor with certain Confidential Information for the purpose of implementing and performing this Agreement. The **TRIBE / NATION** shall retain all rights to its Confidential Information. Vendor shall take such reasonable measures to prevent the unauthorized disclosure to third parties of the **TRIBE / NATION's** Confidential Information as it would take to prevent disclosure of its own Confidential Information. Vendor may disclose the **TRIBE / NATION's** Confidential Information only to Vendor's directors, managers, officers and/or employees on a need to know basis, and Vendor must advise those persons to whom the Confidential Information is disclosed of the obligations of confidentiality related to such Confidential Information. Except as necessary for performing the Work, documents obtained pursuant to this Agreement may not be duplicated in any manner without the prior written permission of the **TRIBE / NATION**. All documents exchanged pursuant to this Agreement must be returned to the Nation upon request.

For purposes of this Agreement, “**Confidential Information**” means all proprietary or confidential information that is disclosed to Vendor, including, without limitation: marketing procedures, financial data, scientific or technical data, process, or procedures that is not generally known to the public; all information belonging to the **TRIBE / NATION** relating to its or its affiliates’ services and products, past, present or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, business plans, marketing methods and plans, market studies, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names, educational background, prior experience and availability), customers, customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character, intellectual property, all information that the **TRIBE / NATION** or any of its affiliates has or may have in its possession under obligations of confidentiality, information designated by the **TRIBE / NATION** as confidential, and all other information that should by its nature reasonably be expected to be treated as confidential.

Confidential Information shall not include any information of the **TRIBE / NATION** that: (i) is or becomes publicly available through no wrongful act of Vendor; (ii) is disclosed to Vendor by a third party who is not prohibited from disclosing the information pursuant to an agreement with the **TRIBE / NATION**; (iii) is lawfully known by Vendor at the time of disclosure; (iv) is furnished by the Nation to a third party without restriction, or (v) is required to be disclosed to a governmental agency or entity, or by law or legal process, as determined by advice of Vendor’s legal counsel, provided that before making such disclosure, Vendor shall give the **TRIBE / NATION** written notice (within two days from receipt of any demand for disclosure) of such required disclosure in order that the **TRIBE / NATION** may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation or rule.