

Request for Proposal (RFP) for Grant-Writing Services for the Tunica-Biloxi Tribe of Louisiana



RFP Coordinator:
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1. INTRODUCTION:

The Tunica-Biloxi Tribe(the “Tribe”) is a federally recognized Indian located adjacent to present day Marksville, Louisiana. The Tunica-Biloxi Indian Reservation is located just south of Marksville in east-central Louisiana. A part of the city extends onto reservation land. Tribal lands comprise approximately 1,717 acres of Trust and Fee property in Avoyelles and Rapides Parishes.

There are over 1,400 enrolled Tunica-Biloxi tribal members interspersed throughout Louisiana, Texas, Illinois, and other parts of the United States. Approximately 42% live either on or near the reservation and designated tribal lands located in central Louisiana.

The Tribe, as a sovereign nation, exercises inherent sovereign powers, as recognized by the U.S. Constitution, U.S. Supreme Court, and Congress. The Tribe is governed by tribal law encapsulated in, among other sources, the Tunica-Biloxi Constitution and certain other tribal codes, ordinances, and resolutions.

The Tribe is governed by the Tunica-Biloxi Tribal Council, made up of a Chairman, Vice-Chairman, Secretary-Treasurer, and four Council Members at large. The Tribal Administrator oversees various departments of the Tribal Government, including the Tribe’s Grants Management Office.

The mission of the Tunica-Biloxi Grants Management Office is “[t]o support the Tribal program staff in developing and strengthening programs that will benefit the Tunica-Biloxi Indian Tribe and its members; providing comprehensive services that include grant seeking, grant writing, technical assistance and grants/contracts management technical assistance services.

In furtherance of this mission, the Tribe wishes to enhance, strengthen, and redesign the existing Tunica-Biloxi Grants Management Office into a standalone, self-sufficient Department, which will provide internal best practice grant services to the Tribe, including grant research, grant writing, and the management of awards. Accordingly, the Tribe requires a qualified contractor to spearhead the development of the Office.

2. SERVICE PERIOD AND TERMS:

The awarded contract shall be for ninety (90) days from the date of award.

Agreement Cancellation: The contract may be terminated by agreement or upon fourteen (14) day notice in writing given by either party. If the Tribe exercises this right to terminate, any services performed by the Consultant during the remaining fourteen (14) days must be approved by the Tribal Administrator. In any case of termination, the Consultant must make a good faith attempt to complete all pending assignments.

3. SCOPE OF SERVICES:

The Tunica-Biloxi Tribe of Louisiana seeks to retain the services of a qualified individual and/or firm to provide grant services for the Tribe (the “Contractor”).

The incumbent Contractor will, in accordance with the highest legal, ethical and professional standards, provide at the direction of designated Tribal officials and staff, services including but not limited to the following services:

- Project Oversight and In-house Development: In alignment with the Tribe’s strategic plan to become self-sufficient, the Contractor shall spearhead the process of developing and enhancing of the existing Tunica-Biloxi Grants Management Office, which will be primarily focused on providing internal grant services to the Tribe, including grant research, grant writing, and the management of awards.
- Funding-needs analysis: The Contractor shall collaborate with the Grants Management Office and designated staff to assess funding potential priorities areas, in alignment with the Tribe’s strategic goals and planning.
- Grant Funding Research: The Contractor shall conduct ongoing and on-call prospect research to identify potential funding sources that support the Tribe’s funding needs and priorities. On a monthly basis, the Contractor shall also provide the Tribe with summaries of potential funding opportunities. Summaries shall include, but are not limited to, the funding source, due dates for applications, eligibility, a brief program summary, and the level of funding available.
- Grant Proposal Development: The Contractor shall provide general grant proposal writing services associated with the completion of grant applications on the behalf of the Tribe, from conceptualization through the final submission, including the preparation of funding abstracts, proofreading, and editing. A copy of each grant application package, in its entirety, shall be provided to the Tribal Council for review and approval before final submission.
- Technical Assistance and Training: The Contractor shall also be responsible for providing technical assistance and training workshops to the Tunica-Biloxi Grants Management Office and other designated staff of the Tribe for the purpose of research, writing/submitting grant applications, reporting, outcome measurement, compliance monitoring, evaluation practices, site visit preparation, grants management system research, and post-award management.

- Monthly Reports: The Contractor shall submit monthly reports to the Tribe summarizing the activities undertaken during the previous month, including pending proposals and fundraising.

The above list of services is intended as a general guide and is not intended to be a complete list of all work necessary to provide the requested services. The incumbent Contractor shall have a demonstrated knowledge and expertise to serve the unique needs of federally recognized Indian Tribes and Tribal Governments. All correspondence regarding this RFP shall be directed through Jacob Snow by email at jsnow@tunica.org.

To be eligible to respond to this RFP, incumbent Contractor must demonstrate that they, or the principals assigned to the project, have successfully performed the services in the Scope of Services section of this RFP.

4. QUALIFICATION OF EXPERIENCE:

The ideal individual or firm will:

- Have at least five (5) years of demonstrated experience working with Indian communities, specifically providing grant preparation and management services in the tribal government service environment.
- Have a comprehensive knowledge and understanding of applicable and relevant federal laws and regulations.
- Have the proven ability to simultaneously manage multiple projects.
- Be proactive, diligent, detail-oriented, culturally competent, and creative.
- Possess excellent oral and written communication skills.

5. FEES:

The Tribe would prefer that all proposals offer their fee as a detailed fixed fee schedule encompassing all fees and expenses, including travel, for the services outlined in this RFP.

6. ANTI-LOBBYING PROVISION:

During the period between the RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Tribal Council or Tribal Government staff, except in the course of tribally-sponsored inquiries, briefings, interviews, or presentations. Any violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

7. CONFLICT OF INTEREST:

If at any time, the Contractor becomes aware of any conflicts or potential conflicts between the interest of the Tribe and the interests of the Contractor or any other clients of the Contractor, the Contractor shall immediately notify the Tribe in writing, of such conflict, as applicable, and

recuse himself or herself as appropriate. Written notice must be in the form of an email notification. The Tribe and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the Tribe and the Contractor.

8. PROPOSALS:

Proposals shall include the following:

- The respondent's legal name and all contact information.
- A summary of past grant-writing and grants management services performed within the last ten (10) years by the respondent. Please include the awardee, funding source, year of award, and dollar amount of grant award.
- A list of at least three clients for whom the respondent has performed grant services with and successes achieved with them. Please include the client, contact name, address, email address, and phone number.
- A history of the respondent's organization including a current organizational chart (if applicable) and any other appropriate descriptive information that will be helpful in the Tribe's evaluation of the respondent's qualifications and experience.
- A proposed approach and rationale for completion of the tasks described above, including descriptions of similar work previously performed and the results/benefits achieved.
- All fees and expenses the respondent would charge for the services, encompassed in a fixed fee schedule.
- An estimated schedule of work and payment schedule, with the deliverables clearly tied to the payments.
- A certificate of existing insurance detailing the extent of professional errors and omissions and commercial general liability, automobile, and workers compensation coverage (optional).

Proposals should be simple and straightforward and provide a concise description of the respondent's ability to meet the requirements of the RFP. Any additional information that the respondent would like to submit should be included in a separate section titled "Supplemental Information."

The incumbent Contractor will serve as a consultant to the Tribe—not an employee of the Tribe—and shall act on behalf of the Tribe, as specifically directed by the Tunica-Biloxi Tribal Council. The selection process shall be based on each respondent's qualifications in the areas specified herein, as well as verifiable references for past similar, successful projects.

9. OTHER INFORMATION:

- a) Signed Proposals – all proposals must be signed by a person authorized to sign on behalf of the respondent and to bind the respondent to statements made in response to this RFP.
- b) Irrevocability of Proposals – by submission of a clear and detailed written notice, the respondent may amend or withdraw its proposal prior to the closing date and time. A respondent who has withdrawn a proposal may submit a new proposal prior to the closing

provided that such proposal is done in accordance with the terms and conditions of this RFP.

- c) Changes to Proposal Wording – the respondent will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by the Tribe for purposes of clarification.
- d) Acceptance of Terms – unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the respondent and incorporated in its proposal.
- e) Respondent's Expenses – respondents are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the Tribe, if any. The Tribe will not be liable to any respondent for any claims, whether for costs or damages incurred by the respondent in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.
- f) Currency and taxes – prices quoted are to be in U.S. dollars.
- g) Sub-Contracting –
 - i) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two respondents having no formal corporate links. However, in that case, one of those respondents must be prepared to take overall responsibility for the successful performance of the contract and this should be clearly defined in the proposal.
 - ii) Sub-contracting to any firm or individual whose current or past corporate or other interests may in the Tribe's opinion, give rise to a conflict of interest in connection with the project will not be permitted. This includes but is not limited to, any organization or individual involved in the preparation of a response to this RFP.
 - iii) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the contract. No additional subcontractors will be either added, nor will other changes be made to this list without the written consent of the Tribe.
- h) Acceptance of Proposals – this RFP should not be construed as an agreement to procure goods or services by the Tribe. The Tribe is not bound to enter into a contract with the respondent who submits the lowest priced proposal or with any respondent. Proposals will be accessed in light of the evaluation criteria. The Tribe will be under no obligation to receive further information, whether written or oral, from any respondent.
- i) Form of Contract – by submission of a proposal, the respondent agrees that, should it be identified as the selected Contractor, it is willing to enter into a contract with the Tribe, subject to successful negotiations by both parties, in writing.
- j) Liability for Errors – while the Tribe has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- k) Modification of Terms – the Tribe reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the respondent.

- l) Ownership of Proposals – all documents, including proposals submitted by respondents in response to this RFP shall become the property of the Tribe. They shall be received and held in confidence to the extent permitted by law.
- m) Use of Request for Proposal – this RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.
- n) Confidentiality of Information – should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the Tunica-Biloxi Tribe of Louisiana and any applicable federal laws and regulations relating to confidentiality.
- o) Fees Prohibited – Additional fees for the research and development of solicitations and/or the evaluation of awards shall be prohibited under the terms of any agreement with the Tribe.
- p) Material Ownership – all materials submitted, included but not limited to proposals in response to this RFP and any and all information, documentation, and presentations provided by the respondent to the Tribe on a go-forward basis, shall become the sole property of the Tribe.
- q) Indian Preference shall apply: Qualified Native Americans shall be given preference in employment as required by the Indian Self-Determination and Education Assistance Act (25 U.S. 450, ET. Seq) including other relevant laws. In accordance with Title VII of the 1984 Civil Rights Act, Sections 701(b) and 703(1), preference in filling all vacancies may be given to qualified American Indian contractor. In other than the proceeding situations, the Tunica-Biloxi Tribe is an Equal Opportunity Employer (EOE); Tribal and/or Indian preference shall apply in accordance with Title XX of the Tribal Code of the Tunica-Biloxi Tribe of Louisiana.
- r) Notwithstanding anything to the contrary, the Tribe expressly retains its sovereign immunity.
- s) Late Submissions – Late responses shall not be accepted.
- t) At the conclusion of the RFP process, all respondents will be notified by electronic/written notice of the outcome.

10. SUBMISSION OF PROPOSALS:

Please remit an electronic version of the respondent's proposal no later than 4:30 pm CST on Friday, June 19, 2020 to Jacob Snow at jsnow@tunica.org.

Jacob Snow will serve as the primary contact for the review process for proposals. Any questions regarding this RFP should be addressed to through email at the above address.