

# TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)

NUMBER: **RFP # 10285**

FOR

## **TANF 2019-2020 K-12 Tutoring Program – Palmdale Site**

**PROPOSAL DUE DATE**

**June 20<sup>th</sup>, 2019 at 12:00 PM**

**REQUESTED BY:**

**TORRES MARTINEZ DESERT CAHUILLA INDIANS  
TORRES MARTINEZ TRIBAL TANF  
PROCUREMENT DEPARTMENT  
P.O. BOX 1160 (mailing address)  
66-725 MARTINEZ ROAD, (physical address)  
THERMAL, CA 92274**

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## 1. Schedule of Events

### 1.1. RFP Timeline Table

Event	Date
Needs Assessment	May 06 <sup>th</sup> , 2019
RFP Draft	May 13 <sup>th</sup> , 2019
RFP Finalization	May 21 <sup>st</sup> , 2019
RFP Web Posting Date	May 21 <sup>st</sup> , 2019
RFP Email Invitations	May 21 <sup>st</sup> , 2019
Last Date for Questions and Requests	June 10 <sup>th</sup> , 2019
<b>Proposal Due Date</b>	<b>June 20<sup>th</sup>, 2019 at 12:00 PM</b>
Proposal Evaluation Start (Evaluators Only)	June 25 <sup>th</sup> , 2019
Bid Evaluation End	June 26 <sup>th</sup> , 2019
Notice of Award	June 27 <sup>th</sup> , 2019
Contract Finalization	To Be Announced

## 2. General Information

### 2.1. Definitions

- 2.1.1. **ACF:** Administration of Children and Families, a division of DHHS.
- 2.1.2. **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 2.1.3. **BPO:** Blanket Purchase Order, good for 1 year only.
- 2.1.4. **Contractor:** an individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 2.1.5. **CCR:** California Code of Regulations
- 2.1.6. **CFR:** Code of Federal Regulations
- 2.1.7. **DHHS:** United States Department of Health and Human Services
- 2.1.8. **IT Department:** Information Technology Department
- 2.1.9. **OMB:** Office of Management and Budget
- 2.1.10. **PO:** Purchase Order
- 2.1.11. **RFP:** Request for Proposals
- 2.1.12. **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity
- 2.1.13. **TMTTANF:** Torres Martinez Tribal Temporary Assistance for Needy Families, a federally funded grant program managed by the Tribe.

## ***2.2. Tribal Background***

- 2.2.1. The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order on May 15, 1876. The Tribe currently consists of 24,822 acres (in a checkerboard pattern), along California State Highways.

## ***2.3. TANF Program Background***

- 2.3.1. Torres Martinez TANF Program, established in May of 2001, is a social services provider for Native American Indian families throughout Los Angeles and Riverside County.
- 2.3.1. The Torres Martinez Desert Cahuilla Indians operates and administers the federal Temporary Assistance to Needy Families Program. Torres Martinez Tribal TANF Program (TMTTANF) provides assistance to Native American families with children. TMTTANF offers a 5 year program with a foundation in educational incentives and work opportunities, supported by temporary financial assistance, leading to self sufficiency; there is a special focus on traditional values and cultural awareness. We serve the Native community with a determination to support, educate and guide our clients along the path to self sufficiency.
- 2.3.2. The TMTTANF Program spans throughout two (2) counties, Riverside and Los Angeles County, and operates out of six (6) different sites located in: Thermal, San Jacinto, Murrieta, Palmdale, Long Beach, and Monterey Park. The TMTTANF is currently staffed by over three-hundred and fifty (350) employees throughout the region / serviced communities.

## ***2.4. Administration***

- 2.4.1. The TANF program is administered by the Torres Martinez Desert Cahuilla Indians with federal funding from Administration of Children and Family (ACF) an agency within the Department of Health and Human Services.
- 2.4.2. The TANF program is required to comply with federal regulations such as the OMB Circulars, Single Audit Act, Privacy Protection Law and Federal Acquisitions Regulations, and Code of Federal Regulations.
- 2.4.3. The TANF program also must abide by the operating tribal laws of the Torres Martinez Desert Cahuilla Indians.
- 2.4.4. Institutional – The TANF program operates multiple locations throughout Riverside and Los Angeles County with an average staff size of 25 – 45 employees. The main headquarters is located in Thermal, California on the Torres Martinez Desert Cahuilla Reservation.

## ***2.5. Public Notice and Contractor Invitation***

- 2.5.1. Reference (public notice) to this RFP shall be posted on the following websites.

[www.torresmartinez.org](http://www.torresmartinez.org)

RFP available at this site.

[www.avpress.com](http://www.avpress.com)

[www.pe.com](http://www.pe.com)

## **2.6. Last Date for Questions or Requests**

- 2.6.1. The last day to submit a question or request in regards to this RFP is **June 10<sup>th</sup>, 2019**. Any questions or requests asked after this date and time will not be addressed.
- 2.6.2. Bidders are required to submit all questions or requests in writing.
  - 2.6.2.1. Questions shall be responded to within three working days.
- 2.6.3. Oral responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder.
  - 2.6.3.1. All questions and responses will be made public to all bidders.
  - 2.6.3.2. The source of the question (Bidder) will be excluded.

## **2.7. RFP Contact Information:**

### 2.7.1. Restrictions on Communications

- 2.7.1.1. From the issue date of the RFP until a contractor is selected and the award is announced, Proposers are not allowed to communicate **for any reason** with any Torres Martinez staff or Tribal member except: 1) through the RFP Administrator named herein or the Procurement Director 2) at the Pre-Proposal Conference, if applicable or 3) as provided by existing work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Mary Nichols, Contracts Coordinator  
Email: [mnichols@tmtanf.org](mailto:mnichols@tmtanf.org)  
Telephone: (760) 397-0300 x 1175  
Mail: TMDCI - Procurement Department  
P.O. 1160, Thermal, CA 92274  
Attn: Mary Nichols – RFP # 10285

## **2.8. RFP Amendment**

- 2.8.1. The Tribe reserves the right to allow an amendment to the contract. However, this contract may be amended only upon written agreement between TMTTANF and Consultant, however, any amendment of the contract that conflicts with the agreements of the TMTTANF Program shall be void ab initio.

## **3. Scope of Work**

### **3.1. Proposal for Tutoring Services**

- 3.1.1. The Palmdale TMTTANF program is seeking qualified vendors to deliver after school tutoring services to eligible youth under the TANF Program. Through this RFP, the Palmdale TMTTANF program seeks to establish a network of tutors, employed either (1) through local agencies and organization, or (2) as independent subcontractors, to provide youth tutoring services to address the needs of students who need academic support. The tutoring services must be designed to increase academic achievement in reading and

mathematics of eligible students and enable students to attain proficiency in meeting State academic achievement standards in reading and mathematics. Tutoring services offered must remediate their basic skills deficiencies and facilitate their completion and attainment of a high school diploma. The contractor must offer tutorial services in all core subject areas.

3.1.2. Program Objectives: Palmdale TMTTANF is seeking proposals that show evidence for the contractors' ability to meet the following objectives:

3.1.2.1. Provide diverse youth with structured activities for academic skill development and homework assistance.

3.1.2.2. Develop skills for youth that meet state and local academic achievement standards in core subjects, such as reading and mathematics, by providing the student with a broad array of enrichment activities.

3.1.2.3. Establish monthly meeting reports with the site Education Guidance Counselor.

3.1.2.4. Have the ability to assign tutors that have the skill set to meet Special Education needs such as students that have learning disabilities or individuals that require additional assistance. As long as the need is demonstrated, additional tutors should be provided.

3.1.2.5. *On-Site Group Tutoring*

3.1.2.5.1. Provide 5 tutors to deliver effective tutoring services at a maximum ratio of 3 youth to 1 tutor, for an estimated 16 youth per session. If enrollment of youth increases or decreases, the number of tutors will reflect the change so as to keep a 3:1 youth to tutor ratio.

3.1.2.5.2. Provide on-site group tutoring services for youth two (2) days a week, on Monday's and Thursday's, at a rate of two (2) hours per day, four (4) hours per week for 65 session dates. Hours will be 4:30 PM - 6:30 PM. Tutoring services will begin on Monday, August 19<sup>th</sup>, 2019 and will end on May 28<sup>th</sup>, 2020. There will be no tutoring during school breaks, or on any holidays recognized by the Tribe.

3.1.2.6. *In-Home Tutoring*

3.1.2.6.1. Provide in-home tutoring services to eligible youth on an as-needed basis.

3.1.2.6.1.1. Provide 7 individual one-on-one sessions and 7 family group (3:1 ratio) sessions, twice a week for a maximum of 70 hours per school year per individual/family group.

### **3.2. Requirements for Contractor**

3.2.1. The contractor must have at least three years experience in providing tutorial services at the grade, middle, and high-school level and must supply names of at least three (3) institutions that are or have been clients.

3.2.2. Contractor must meet all applicable Federal, State, and local health, safety, and civil rights laws.

3.2.2.1. Have not been suspended or debarred in any other state.

3.2.3. Deliver services in a professional, ethical manner.

- 3.2.4. Provide instruction that is secular, neutral, and non-ideological.
- 3.2.5. Provide services that are consistent with the instructional strategies of the California Local Education Agency (LEA) Plan and aligned with State academic standards.
- 3.2.6. Provide instruction that is of high quality and specifically designed to increase academic achievement of eligible children on State assessments and attain proficiency in meeting the State's academic achievement standards, with a record of effectiveness for increasing student academic achievement in reading and/or mathematics.
- 3.2.7. Tutoring must be tailored to the needs of the youth participant, as indicated by assessments, grade cards and skill deficiencies.
- 3.2.8. Tutors must provide monthly progress summaries on each tutoring participant, address their academic deficiencies and goals, and the progress toward improvement.
- 3.2.9. TMTTANF retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.
- 3.2.10. Tutors must have the necessary credentials to be effective. In the proposal, please list the credentials of all tutors. Contractors must demonstrate experience and expertise in the following areas:
  - 3.2.10.1.1. Experience in the development and implementation of successful youth tutoring program with measurable indicators that are aligned with public school district standards.
  - 3.2.10.1.2. Include a list of all agencies or organizations for which your agency or organization has provided comparable services in the past three (3) years for culturally, economically, and ethnically diverse youth.
  - 3.2.10.1.3. Engage in the careful selection of tutors who represent the diverse student population, and ensure tutors are continuously trained in intercultural competence and effective tutoring practices.
  - 3.2.10.1.4. Describe the tools that will be used to identify the participants' needs regarding the remediation of basic skill deficiencies and/or High School diploma attainment.
  - 3.2.10.1.5. Experience involving staff in the planning, development, implementation, and evaluation of tutor program activities.
  - 3.2.10.1.6. Administrative capacity to assure program monitoring, logistical control and fiscal responsibility.
- 3.2.11. **Insurance Requirements**
  - 3.2.11.1. The following are the insurance requirements which will be included in the contract executed based on this RFP and proof must be provided once an award has been made.
    - 3.2.11.1.1. Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

**3.2.12. Statistical Reporting Anticipated**

3.2.12.1. In order to effectively measure student success, the contractor will be required to take initial inventory of each participant's current academic level via assessment. Once initial levels have been determined, the contractor will track and monitor student achievement and will do a post-assessment at the end of the school year. A report will be provided to TMTTANF Palmdale Youth Education Guidance Counselor that analyzes student growth and subject matter understanding.

**3.2.13. Live Scan**

3.2.13.1. Selected contractor shall conduct "Live Scan" (including Child Abuse Central Index ("CACI") check), fingerprinting of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with the youth.

**3.2.14. Staffing Guidelines**

3.2.14.1. Staffing needs will vary and are based accordingly to the number of participants served. Staffing may be increased as participation rises. A 3:1 maximum youth to adult tutor ratio is to be established for all group tutoring sessions to ensure the quality of the environment and the educational services. TMTTANF reserves the right to cancel or postpone tutoring sessions and will notify the contractor of such events, in a timely manner.

3.2.14.2. Provide a list of staff, titles and job descriptions that will be used.

**3.2.15. Tutoring Locations**

3.2.15.1. Tutoring services will be offered at the TMTTANF Palmdale Site, located at 460 West Palmdale Boulevard, Palmdale, CA 93551.

3.2.15.2. In cases of in-home tutoring, locations are to be determined.

**3.3. Extension of Work**

3.3.1. An agreement for a period of one (1) year is anticipated. TMTTANF may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.

3.3.1.1. A new BPO will be issued for each additional year extended.

3.3.1.1.1. **Extension Request** – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and TANF Executive Director.

**3.4. Materials and Deliverables**

3.4.1. All materials required to complete this RFP shall be the responsibility of the contractor.

3.4.2. Quarterly progress reports must be submitted to Regional Directors.

**3.5. Proposal Format**

3.5.1. In order to facilitate the evaluation of proposal and allow the best comparisons each proposal must include the following information presented in the order and format shown below: (All components and information are required)



- 3.5.1.1. Title Page: Please state Invitation for Bids/Request for Proposal (IFB/RFP subject and IFB/RFP number) in your proposal. Please state your name and/or the business name including address, telephone number, fax number, email address, name of contact person and name of person with authority to sign Agreements. Please place the date on your proposal. TMTTANF will not be responsible for any change in this information unless notification in writing is received.
- 3.5.1.2. Cover Letter: Please provide a one or two page letter stating your understanding of the work to be done and making a positive commitment to perform the work within the time period required. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
- 3.5.1.3. Table of Contents: If proposal contains more than ten (10) pages please provide a clear identification of sections and documents in the proposal listed by page number.
- 3.5.1.4. Profile: Please include if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (ie. Staff, equipment, workload, etc.). Upon request, provide financial information which may include financial statements, audits and other information sufficient for TMTTANF to determine the stability of your business.
- 3.5.1.5. Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.
  - 3.5.1.5.1. Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and tasks or work to be performed by the subcontractors must be stated.
- 3.5.1.6. Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and key personnel please provide: resume, including education, background, accomplishment and other pertinent information. If there are no key personnel, employees, or sub contractors then please just state information requested about yourself and your business.
- 3.5.1.7. Specialized or specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project; i.e. experience working with TMTTANF or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.
- 3.5.1.8. An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. Submit W-9 – Form may be downloaded and printed from the IRS web site: [www.irs.gov](http://www.irs.gov).
- 3.5.1.9. An example of the quarterly reporting must be submitted with proposal.
- 3.5.1.10. Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference.  
<http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

### **3.5.2. Cost Proposal**

3.5.2.1. Cost proposal **must** include the grand total dollar amount you will not exceed for completing the project and an hourly rate for tutors. The total cost proposal should be inclusive of any/all related fees, including applicable coordination fees and/or administrative fees. Please provide as much detail as you believe will assist in evaluation of your proposal. A detailed itemized cost statement must be submitted and fees for on-site group tutoring, in-home group tutoring, and in-home individual tutoring must be outlined within the proposal.

3.5.2.1.1. Proposals that do not include a total amount for all services as outlined in the Scope of Work will be rejected.

3.5.2.2. TMTTANF will not be liable for any costs incurred by the Bidder in the preparation and presentation of proposals submitted in response to this RFP.

### **3.6. Independent Contractor**

3.6.1. Contractor is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairperson.

3.6.2. Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Contractor or its employees. Contractor understands that it is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.

3.6.3. Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Contractor or Contractor's employees.

## **4. Confidential Information**

### **4.1. Obligation of Confidentiality**

4.1.1. In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Contractor agrees that Contractor and Contractor's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization from the Tribal Chairperson of the Tribe, either during or after the term of the Agreement, for as long as such information retains the characteristics of Confidential Information.

#### **4.2. Definition of “Confidential Information”**

4.2.1. “Confidential Information” shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information or proprietary aspects of the business of the Tribe. All information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

#### **4.3. Property of the Tribe**

4.3.1. Contractor agrees that all plans, manuals and specific materials developed by the Contractor on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of this Agreement, or upon the request of the Tribe, Contractor shall return to the Tribe all documents and tangible items, including samples, provided to Contractor or created by Contractor for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

### **5. Method of Payment**

#### **5.1. Purchase Order Issuance**

5.1.1. Upon award of this RFP, Contractor shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regards to this RFP.

#### **5.2. Payment**

##### **5.2.1. Payment and Submission of Invoices**

5.2.1.1. Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.

5.2.1.2. Expenditures under agreements awarded pursuant to the RFP must be invoiced and supported by documentation.

5.2.1.3. Payments will be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document the project’s progress. Including attendances sheets.

5.2.1.4. No advance payments will be made to the Contractor, who must have the capacity to meet all project expenses in advance of payments by TMTTANF.

- 5.2.1.5. Invoices may not be accepted on more frequent intervals than once per month. Invoices requesting payment will be prepared and submitted and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.
- 5.2.1.6. Invoices are to be reviewed and approved by the site manager.
- 5.2.1.7. Contractor shall be paid within 30 days (Net 30) of Tribe's receipt of invoice.

**5.2.2. Remit to Address:**

TMTTANF – Finance Department  
P.O. Box 1069, Thermal, CA 92274  
Attn: Accounts Payables (CA#\_\_\_\_\_ / PO#\_\_\_\_\_)

**5.2.3. Invoice Format:**

- 5.2.3.1. Project name: TANF 2019-2020 Tutoring Program – Palmdale Site
- 5.2.3.2. Purchase Order number: [To be issued upon award of RFP #10285]
- 5.2.3.3. RFP and Contract number must be on invoice.

**5.3. Delivery of Proposal**

5.3.1. Proposals should be sent to:

- 5.3.1.1. **By Mail or Hand Delivery** – Six copies of the Proposal may be mailed or hand delivered to the Procurement Department:

US Mail: Mary Nichols, Contracts Coordinator  
Torres Martinez Desert Cahuilla Indians  
Procurement Department  
**P.O. Box 1160, Thermal, CA 92274**  
**RFP 10285 – Palmdale 2019-2020 Tutoring Program**

Express Mail/ Hand Delivery: Mary Nichols, Contract Coordinator  
Torres Martinez Desert Cahuilla Indians  
Procurement Department  
**66-725 Martinez Road**  
**Thermal, CA 92274**  
**RFP 10285 – Palmdale 2019-2020 Tutoring Program**

**Any submission received after 12:00 PM on June 20<sup>th</sup>, 2019 will not be evaluated.**

**6. Evaluation Procedures**

**6.1. Evaluation Criteria**

- 6.1.1. **Evaluation Team** – The evaluation team shall be composed of representatives from the TANF Program, including the LA County Regional Director and an Executive Team staff member. The evaluation team shall review the proposals and select a Contractor for this RFP.

- 6.1.1.1. Evaluations will be based on overall services, qualifications and cost presented in the proposal.
- 6.1.1.2. An interview/presentation may be conducted with a person or business submitting a proposal selected as finalist to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the TMDCI Headquarter in Thermal, California.

**6.1.2. Award**

- 6.1.2.1. Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements of the IFB/RFP and offers the best value to TMTTANF. An award will be made on a competitive basis based on a 200 point distribution system.

***The 200 Point Award System for this RFP***

Grading Criteria	Point	%
Cost / Price	50	25%
Qualifications / Credentials	40	20%
Service and Past Performance	40	20%
Experience working within indigenous communities / directly with indigenous people	30	15%
Schedule and ability to meet deadlines and operational requirements as requested / Flexibility	30	15%
Indian Preference (see 6.1.3.3)	10	5%
<b>Total</b>	<b>200</b>	<b>100%</b>

**6.1.3. Indian Preference and Employment Training**

- 6.1.3.1. This RFP is open to all qualified Applicants
- 6.1.3.2. Indian Preference – that contractor is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.
- 6.1.3.3. Bids no more than five (5) % higher than the lowest bid, or 10 additional points for preference, or for statement regarding training and employment of Indians.

6.1.4. TMTTANF encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

**6.1.5. Discussions and Best and Final Offer**

- 6.1.5.1. Acceptance of Proposal – The Tribe may, at its sole discretion, either accept an Applicant’s initial proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration.
- 6.1.5.2. If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American

ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered Indian-owned organization or the qualified registered Indian-owned economic enterprise. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by TMTTANF to be available for the project. TMTTANF reserves the right to reject any and all bids. The decision of TMTTANF shall be final and not subject to appeal.

#### 6.1.6. Negotiations

6.1.6.1. Disclaimer – Provisions not addressed by this RFP will be negotiated with the Contractor once an award has been made.

### 7. Attachments

7.1.1. Remarks on Attachments – The attachments are hereby made a part of this RFP:

7.1.1.1. Attachment - Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference,

7.1.1.1.1. <http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>