Issue Date: July 9, 2021

Title: INDIRECT COST RATE SERVICES

Commodity Code: 94611 – Indirect Cost Rate Proposal

Location Where Service
Upper Mattaponi Indian Tribe
13476 King William Road
King William, Virginia 23086

Period of Contract: From August 1, 2021 through September 30, 2022 with 3 (three) additional 1 (one) year period renewals for a maximum period through September 2025.

Sealed proposals will be received by the Upper Mattaponi Indian Tribe (the Tribe) prior to 12:00 p.m., July 30, 2021 for furnishing the services described herein. The Tribe will not be responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other mail delivery methods. It is the sole responsibility of the Offeror to ensure that their proposal response reaches The Tribe by the designated date and hour.

All inquiries for information should be directed to: Terry Stone, PH: 804.535.0558, or email: financial@umitribe.org and should be received prior to five (5) working days before the due date.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

________________________________________
Date: ________________________________

________________________________________
By: ________________________________ Signature in Ink

________________________________________
Name: ________________________________ Please Print

________________________________________
Title: ________________________________

FEIN #: ______________________________ Telephone No. ______________________________

E-mail Address: ___________________________ FAX No. ________________________________
1. GENERAL INFORMATION

1.1 PURPOSE: The Tribe desires to ensure that administrative costs incurred on behalf of the federal programs operated by the Tribe are recovered to the maximum extent possible under current guidelines. This will require adequate documentation of these costs, justification of their benefit to federal programs, accumulation of administrative overhead, and optimal allocation to programs served. Furthermore, designated personnel should be instructed in the use and application of the plan.

1.2 BACKGROUND:

The Upper Mattaponi Indian Tribe is centered in King William County. The tribe was officially recognized by the Commonwealth of Virginia on March 25, 1983 and received Federal Recognition January 29, 2018. Their community is centered around The Indian View Baptist Church, built in 1942 and Sharon Indian School. Sharon Indian School, which sits next door to the church, was originally built in the early 1900’s, it was replaced with a more modern structure in the 1950’s. As the only public Indian school building in the state of Virginia, it now serves as the Tribal Center. Today the Upper Mattaponi own several properties in King William County including a 26-acre parcel of land where the government office is located.

The Tribe’s fiscal year follows the federal fiscal year of October 1 through September 30th. The Tribe’s records are maintained using the ABILA automated financial system and Automated Data Processing (ADP) is used for payroll services. The Tribe has 12 employees and an approximate annual revenue of $4.5 million for Fiscal Year 2020 and estimated in excess of $10.0 million for FY2021. The revenues are predominately federal funding sources, including Bureau of Indian Affairs, Indian Health Services, Department of Treasury Coronavirus relief, Housing and Urban Development, and Environmental Protection Agency. The Tribe opened the Aylett Family Wellness medical facility in May 2021. Funding for the wellness center will include funds from Indian Health Services, Medicaid billing, and private insurance billing. The audit of FY2020 will be the first financial audit for the Tribe.

2. STATEMENT OF NEEDS

2.1 SCOPE OF SERVICES: The Contractor shall perform services inclusive of all costs (including profit and administrative overhead) associated with providing all the services as described herein (i.e. supervision, labor, materials, equipment, transportation, etc.).

Develop and prepare detailed federal indirect cost allocation plans for the Tribe in accordance with OMB Circular A-87, based on actual financial information for each of the four years ending September 30, 2020 through 2022 (with an option of extending the contract to cover the three additional years ending September 30, 2023 through 2025).

Develop and prepare indirect cost rate proposals federal programs as may be required, in accordance with OMB A-87, for the years indicated in (A) above. Successfully negotiate these rates, as may be required. Provide instruction and guidance to departmental and program personnel in applying negotiated indirect cost rates, as may be necessary.

Instruct designated Tribe personnel in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the, indirect cost allocation plans, and determine opportunities for simplifying data collection activities for future plans.
Monitor recoveries to ensure that all allowable recoveries are realized.

Identify opportunities to back claim indirect costs on grants that remain open, or to offset indirect costs against costs questioned or disallowed under audit.

Identify opportunities to utilize indirect costs as "matching" or in-kind costs in conjunction with federal/state programs.

2.2 CONFIDENTIALITY: The Tribe possesses certain confidential systems and data. The Contractor agrees to protect the confidentiality of such documents and data. Furthermore, the Contractor shall indemnify and hold the Tribe harmless for any damages, direct or consequential that may arise from the Contractor’s breach of confidentiality.

2.3 ADDITIONAL SERVICES: Additional financial services may be required under the terms of this contract on an “as needed” basis. Requested services shall be compensated on an hourly rate basis.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

1. One (1) original, so marked, and two (2) copies of each proposal.

2. A digital version of the proposal in PDF or DOC format on a CD or USB.

3.2 COST

Include a cost statement showing proposed fees to perform the services. This information should include a table estimating each level of staff hours planned, at the proposed rates, and an itemized listing of all other expenses or fees proposed, including travel. Identify any conditions which would cause the firm to request a change in the proposed fee. Include proposed fees for additional services as requested.

3.3 PROPOSAL PREPARATION

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Proposals which are substantially incomplete or lack key information may be rejected by the Tribe.

Proposals should address all responsibilities outlined in the RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Tribe. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. Oral presentations are an option of the Tribe and may or may not be conducted.
3.4 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough as possible providing sufficient information to enable the Tribe to understand and properly evaluate the Offeror’s plan to comply with the requirements under the contract. Include a statement indicating the Offeror and all key employees (staff) assigned responsibilities under the contract are properly registered-licensed to perform the services under the contract in the Commonwealth of Virginia.

Address the number of years the Offeror has been in business offering the services described, including any specific tribal government experience. Demonstrate the Offeror’s, and its employees’ (staff) qualifications, competence, and capacity to performing services that conform to the requirements addressed in the RFP.

### 4. EVALUATION AND AWARD

**EVALUATION CRITERIA:** Proposals shall be evaluated by the Tribe using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Overall qualifications and experience of the firm.</td>
<td>40</td>
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<tr>
<td>Overall education, qualifications and experience of assigned staff.</td>
<td>20</td>
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<td>Proposed methodology provision of services.</td>
<td>20</td>
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<tr>
<td>Price</td>
<td>20</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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5. GENERAL TERMS AND CONDITIONS

5.1 APPLICABLE LAWS AND COURTS: The Tribe is a federally recognized tribe and a sovereign entity. The solicitation is governed by Tribal law.

5.2 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Tribe.

5.3 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Tribe, whichever is sooner. The Tribe or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

5.4 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Tribe shall be bound hereunder only to the extent of lawfully appropriated funds.

5.5 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

5.6 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The Tribe will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

5.7 CONTRACTOR’S PERFORMANCE:
A. The Contractor agrees and covenants that its agents and employees shall comply with all Tribe, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

5.8 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment.

5.9 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Tribe, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Tribe may have.

5.10 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the Tribe, and all of its officials, agents and employees (collectively, the "Tribe") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

5.11 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor’s work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the Tribe.
5.12 **NOTIFICATION**: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Tribe shall be given to: Upper Mattaponi Indian Tribe 13476 King William Road, King William, VA 23086. The Contractor agrees to notify the Tribe immediately of any change of legal status or of address.

5.13 **QUALIFICATIONS OF OFFERORS**: The Tribe may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Tribe all such information and data for this purpose as may be requested. The Tribe reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The Tribe further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Tribe that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.14 **ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION**:  
A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the Tribe from any cost, expense, damage or loss incurred in any manner by the Tribe on account of such alleged infringement.

5.15 **SEVERABILITY**: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

5.16 **TERMINATION FOR CONVENIENCE**: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the Tribe determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

6. **SPECIAL TERMS AND CONDITIONS**

6.1 **CANCELLATION OF CONTRACT**: The Tribe reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and-or perform on all outstanding orders issued prior to the effective date of cancellation.

6.2 **INSURANCE REQUIREMENTS**: The Offeror’s proposal should include an example of its company’s certificate of insurance. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements set forth below. The Contractor shall be responsible for maintaining current certificates of insurance on file with the Tribe. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the Tribe, as will protect itself and the Tribe from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by
companies authorized to conduct business in the Commonwealth. Insurers should have a rating of “A-”, Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the Tribe. The Contractor shall maintain during the initial term and any additional terms of the contract the following equivalent coverage and minimum limits:

Commercial General Liability $1,000,000 Combined Single Limit per Occurrence: The Commercial General Liability policy should name the additional insured as follows: The Upper Mattaponi Indian Tribe and their elected and employees are additional insured per this RFP.

- Automobile Liability $1,000,000 Combined Single Limit per Occurrence
- Worker’s Compensation: Statutory Limits of the Commonwealth of Virginia
- Employers’ Liability $500,000 Accident, $500,000 Disease & $500,000 Policy Limit
- Umbrella Liability $1,000,000 per Occurrence
- Professional Liability $1,000,000 per Occurrence

The Certificate Holder should be listed as:

Upper Mattaponi Indian Tribe
13476 King William Road
King William, VA 23086-3401

6.3 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

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<thead>
<tr>
<th>Name of Offeror</th>
<th>Due Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Street or Box Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip Code</td>
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The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
6.4 OWNERSHIP OF DOCUMENTS:
A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the Tribe, become Tribe property and shall be delivered to and remain the property of the Tribe upon completion of the work or termination of the Contract. The Tribe shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

B. Any documents or other materials provided to the Contractor by the Tribe shall be returned to the Tribe upon delivery of the final products and-or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the Tribe and shall be sent to the Tribe upon delivery of the final products and-or services unless otherwise requested by the Tribe. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.5 PRICE ESCALATION: Price adjustments associated to hourly rates for providing “as needed” additional services, may be permitted upon Tribe approval. Price increases will be applied to the price being paid at the time of the increase and must be requested in writing from the Contractor between July 1 - August 15 of each year to be effective October 1 of the following year.

6.6 STANDARDS AND CODES: Contractor shall obtain, possess, maintain, and comply with all applicable Federal, State, and Local requirements such as: licenses, permits, codes, laws, regulations, policies and standards, specifications, authorizations, and other related requirements to perform the services under the contract.

6.7 SUBCONTRACTS: No portion of the contract shall be subcontracted without prior written consent of the Tribe. In the event that the Contractor desires to utilize a subcontractor for portions of the contract, the Contractor shall furnish the Tribe the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible of its subcontractor(s) and shall assure compliance with all requirements of the contract.

If the use of subcontractor(s) is approved by the Tribe, the identified firm(s)/individual(s) and subcontractor(s) shall be properly trained and licensed to perform the services as specified.

The Contractor certifies their proposed subcontractor(s) are properly licensed and trained to perform the services under the contract:

Contractor Name: ____________________________ Subcontractor Name: ____________________________

License # ____________________________ Type ____________________________