



## *Red Cliff Band of Lake Superior Chippewa Indians*

88455 Pike Road. Hwy 13

Bayfield, WI 54814

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## **Request for Proposal**

The Red Cliff Band of Lake Superior Chippewa's Health Division is requesting a proposal on the service(s) detailed below. The Red Cliff Tribal Council has the right to reject any and all bids.

### **Description:**

The Red Cliff Band of Lake Superior Chippewa (Tribe) is submitting a Request for Proposal (RFP) to the general public for an individual and/or firm to contract with the Tribe to provide consultation and facilitation services for the development of a Tribal Action Plan (TAP) strategic plan. The TAP is a strategic plan to guide specific change within the Red Cliff community to address alcohol and other substance misuse.

### **Terms:**

Selected bidder must agree to following:

1. Facilitate planning meetings with the assigned Task Force:
  - Access and/or gather data regarding substance abuse
  - Identify existing strengths and resources
  - Assess needs and resource relative to substance use disorders
  - Coordinate existing and future resources
  - Identify gaps in existing services
  - Determine strategic SMART (specific, measurable, achievable, realistic, and time-bound) goals, objectives.
2. Provide a timeline to ensure completion of Tribal Action plan within 60 days.

### **Contractual Terms and Conditions**

1. **Sovereign Immunity.** Nothing in this contract shall be deemed or construed as a waiver of sovereign immunity by the Red Cliff Band of Chippewa.
2. **Choice of Law.** This agreement shall be interpreted in accordance with the laws of the Red Cliff Band of Lake Superior Chippewa and/or State of Wisconsin, as applicable.
3. **Independent Contractor Status.** Nothing contained in this agreement shall be construed as creating an employer/employee relationship, principal-agent, partnership or joint venture arrangement between the parties, it being expressly understood that Contractor is an independent contractor, and is solely responsible for income tax and any other tax withholding, and it being further understood that Contractor is not entitled to any of the benefits or

compensations afforded to Tribal employees. Contractor shall have no authority to bind the Tribe in any manner.

4. **Insurance.** Contractor agrees to provide their own insurance, as they deem necessary, it being understood the Tribe will provide no insurance benefits whatsoever under this agreement.
5. **Integration of Agreement.** The instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified or altered except in writing, endorsed on this agreement.
6. **Compliance with Tribal Law.** Contractor shall comply with laws of the Tribe.
7. **Miscellaneous.** The waiver or failure of either party to exercise in any respect any right for herein after shall not be deemed a waiver of said right in any manner whatsoever. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision contained herein. Any provision that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or governmental regulation shall be deemed to amend this document only to the extent necessary to remove the cause of such invalidity or unenforceability, and such provision, as amended, along with the remainder of this agreement shall remain in full force and effect. This agreement shall inure to the benefit and binding on the heirs, executors, administrators, assignees, and successors of the respective parties.
8. **Ownership of Work Product.** Results from the services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in the performance of this contract are part of the basis of the bargain between the parties and are the exclusive property of the Tribe.
9. **Confidentiality.** Both parties agree and acknowledge this Agreement creates a confidential relationship between the Tribe and Contractor. Any and all information exchanged in the performance of this contract, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, either directly or indirectly, for its benefit or for the benefit of others or otherwise, any confidential information acquired or developed in connection with this agreement.
10. **Background Check.** Meet or exceed the minimum standards of character as prescribed by P.L. 101-630.

**Expected Timeline:**

RFP is issued  
Proposals due

Friday, September 21, 2018  
Friday, October 5, 2018

**Additional Information for Proposal Preparation**

In addition to a detailed proposal, prospective contractors are required to submit the following:

- 3 Professional references to include:
  - Name
  - Phone Number
  - Mailing Address

- Email Address
  
- Describe your experience working with Native American communities.
- What experience do you have developing Tribal Action Plans
- What experience do you have in the areas of community drug and alcohol abuse prevention planning and implementation?
- Provide a sample of previous work, preferably related to Tribal Action Plan

**Proposal Evaluation and Award Process**

Proposals shall be evaluated by the Task Force, per the Red Cliff Band of Lake Superior Chippewa Property and Procurement protocol.

**Points of contact for future correspondence**

Diane Erickson  
Health Services Administrator  
Red Cliff Band of Lake Superior Chippewa  
36745 Aiken Road  
Bayfield, WI 54814  
(715) 779-3707

**Bids must be received by October 5, 2018 no later than 4:30PM.**

**Submit Bid by mail, fax, or email to:**

Red Cliff Community Health Center  
Attn: Diane Erickson, Health Services Administrator  
36745 Aiken Road  
Bayfield, WI 54814  
Email: [derickson@redcliffhealth.org](mailto:derickson@redcliffhealth.org)  
Phone: 715-779-3707  
Fax: 715-779-3362