

REQUEST FOR PROPOSAL (RFP) **COMMUNITY NEEDS ASSESSMENT**

Release Date: October 6, 2023
Responses Due: November 3, 2023
By 4:30 pm Eastern time

DESCRIPTION:

COMMUNITY NEEDS ASSESSMENT OF THE SENECA NATION

INVITATION:

The Seneca Nation (SN) is seeking an established individual, organization, or consulting firm to carry out a Community Needs Assessment.

This is a substantial research project which requires the successful individual, organization, or firm to be on-site at various phases of the SN Community Needs Assessment.

All communications regarding this bid should be addressed to:

Seneca Nation
Community Planning & Development Department
Attn: Community Planner
12837 Route 438
Irving, NY 14081
Telephone: (716) 532-4900 ext. 5093

Proposals must be received by the Planning Department on or before **November 3, 2023**, by **4:30 pm**. Proposals received after the deadline will not be considered.

I. Overview

The Seneca Nation (SN) is requesting proposals from experienced individuals, organizations, or consulting firms to conduct a comprehensive Community Needs Assessment.

While past efforts have contributed to the Nation's knowledge on specific issues and met requirements for receiving funding, the SN is seeking to undertake an updated comprehensive and integrated community needs assessment. The community needs assessment will work with all departments in the SN, identifying who is gathering data, who is working on issues, and where gaps in community services and data collection may lie. The community needs assessment is more than just gathering and analyzing of data, it can be the basis for identifying priorities, creating change, and planning future action. It will generate a comprehensive report that will be useful for prioritizing and planning services offered by the SN to improve the quality of life on the Nation's territories as well as identify future action.

The SN is seeking to update their community needs assessment. The community needs assessment needs to be comprehensive and integrate all SN departments to identify data collection effectiveness, detect who is working on issues, and recognize gaps in community services. The community needs assessment is more than just gathering and analyzing of data, it must generate a comprehensive report that will be useful to create change that identifies priorities, assists with planning services and future action plans offered by the SN to improve the quality of life on the Nation's territories.

II. Background and Project Information

The Seneca Nation, a federally recognized tribe, is one of the six nations of the Iroquois Confederacy that occupy lands in New York State. The Seneca Nation (SN) holds title to five distinct, but non-contiguous, territories in the western region of New York State. Two territories are primarily residential, and three territories are foot-printed primarily for gaming and retail enterprises.

The two residential territories are known as the Allegany Territory and the Cattaraugus Territory. The Allegany Territory, comprised of 31,172 acres, holds the distinction of hosting a Congressional town and city within its borders, the City of Salamanca, NY, and has a portion of the Southern Tier Expressway (STE) crossing tribal lands. Cattaraugus County borders both territories. The Cattaraugus Territory is located along the Cattaraugus Creek, spanning from Gowanda, NY to Irving, NY and terminating along the shoreline of Lake Erie. The Cattaraugus Territory comprises 22,012 acres adjacent to three different counties (Cattaraugus, Chautauqua, and Erie) and has a portion of the New York State Thruway, also known as Interstate 90, intersecting tribal lands. The two territories are 35 miles apart from each other and are situated in a rural area of New York State that has a high-degree of agriculture and light- to heavy-manufacturing businesses.

The Nation has sovereign authority to regulate the natural, cultural, and economic environments in its territories and asserts complete civil jurisdiction separate from New York State. The Nation has approximately 8,500 enrolled members and provides direct services to the Seneca community that include health and wellness, education, childcare and elder care, judicial, public safety, cultural preservation, and economic and employment opportunities.

III. Scope of Services

- Knowledge of Indian Country and the issues specific to this population
- Analyzing Existing Data and Data Collection: Review of SN Data and any Secondary Data
- Connecting with the Project Team, Key Departments, and Key Leaders
- Performing Pre-Assessment Activities: Organization, Creation of Assessment and Tools (e.g., Survey, Interviews, Public Forum, Focus Group, Secondary Data Analysis, Asset Mapping) to Yield the Highest Return, Public Awareness Campaign
- Conducting Community Needs Assessment: creation and delivery of surveys
- Compiling and Interpreting Assessment Responses
- Identifying Priorities and Issues
- Generating and Releasing Final Report: *Seneca Nation Community Needs Assessment*

MEETINGS: Three-Five Meetings with Nation Departments; Focus Group Sessions: 2 in Allegany, 2 in Cattaraugus, 1 in Buffalo. Open Forum Meetings.

DELIVERABLES: Survey; Final Report: *Seneca Nation Community Needs Assessment 2024*

IV. Contents of Proposal

A. Statement of Qualifications

The proposal should include a description of the capacity to perform the SN Community Needs Assessment, including:

- Organizational Mission
- Knowledge of Indian Country

- Experience with Quantitative and Qualitative Data Collection and Analysis
- Facilitation of Focus Groups and Public Forums
- Creation and Delivery of Surveys
- Experience with Community Needs Assessments or Similar Projects
- Reference

B. Work Plan

The proposal should include a description of the project design, including:

- Methodology and Rationale
- Quantitative Data Identification and Analysis
- Qualitative Assessment and Community and Government Engagement
- Comprehensive Findings and Recommendations

C. Implementation Plan

The proposal should describe the implementation plan, including:

- Tasks
- Key Staff with Resumes
- Milestones
- Completion Date
- Deliverables

D. Cost Proposal

Competitive proposals will be considered for the Seneca Nation Community Needs Assessment, and will result in a fixed price contract.

A detailed cost proposal showing estimated hours and personnel for each task along with a total not to exceed cost is required. Provide the billing rates or range for each classification of key staff members, including subconsultants and percentages.

Cost Breakdown: **Please provide all costs on a separate sealed attachment.**

- Detailed estimated number of hours to complete project by task
- A rate/hour fee schedule for each staff member and/or consultant that will complete work on the projects
- Cost of any sub-contractors, consultant, ext. that may be utilized
- Detailed breakout of fees, direct/indirect costs, and markups including, but not limited to:
 - Subcontractor markup
 - Overhead, G&A, and fee/profit and/or any additional indirect costs that may be associated with the project cost
 - Any transportation, reproduction, print, material, and other anticipated costs

V. Consultant Selection Process

The proposals will be evaluated and ranked by the SN Planning Department Staff and working group on behalf of the Seneca Nation. Proposals must be submitted by the due date. The following factors will have the most weight in evaluation of the proposals:

- Knowledge and Experience of Key Staff
- Demonstrated competence on Community Needs Assessments or Similar Projects
- Cost
- Project Time Frame

- Knowledge of Culture

The Nation reserves the right to accept, reject, or negotiate any and all proposals, or any portion thereof.

VI. Disclosure of Potential Conflicts of Interest:

If you, or any director, officer, employee or owner of your company has a business or personal relationship with a director, officer or employee of the Seneca Nation (or its affiliates) that may create a conflict of interest, or appearance of impropriety, for or relating to such director, officer or employee in connection with the entry into, or ongoing performance of, the transaction(s) or service(s) contemplated under this RFP, you are under an obligation to disclose such conflict to the Nation, in writing, to the extent you have knowledge thereof. All work completed must be done so in compliance with all SN laws and regulations as well as being in compliance with any and all funding source requirements.

VII. Project Timeline

- a. All proposals are due no later than November 3, 2023, 4:30pm EST
- b. Evaluation of Proposals will be from November 6 until November 10, 2023.
- c. Interviews will be conducted on Tuesday, November 21, 2023.
- d. The selected Proposal will be presented to Tribal Council for approval on December 9, 2023.
- e. SN and the Consultant will enter into contract on December 18, 2023.
- f. Final Assessment must be completed and submitted by July 1, 2024.

VIII. Acceptance of Proposal

The Seneca Nation anticipates that it will enter a fully executed agreement with the selected Applicant by December 18, 2023 (at which time the selected applicant will be required to provide evidence of professional liability insurance).

Appendices:

Appendix A: Sample Consultant Contract

Appendix B: Seneca Nation Territory Map

Appendix C: SN Business License Application



SENECA NATION OF INDIANS
- STANDARD CONSULTING AGREEMENT -

DEPARTMENT: _____

PROJECT TITLE: _____

THIS CONSULTING AGREEMENT ("Agreement"), between the SENECA NATION OF INDIANS ("Nation"), a Sovereign Nation, by and through its President, Rickey L. Armstrong, Sr., with business addresses of 12837 Route 438, Irving, NY 14081 and 90 Ohi:yo Way, Salamanca, NY 14779, and _____ ("Consultant"), located at _____, with a business telephone number of _____, entered into on this ____ day of _____, _____ on the lands of the Seneca Nation.

WITNESSETH:

WHEREAS, the Nation has a need for consultative services; and

WHEREAS, the Consultant possesses and represents that it possesses relevant professional expertise; and

WHEREAS, the Nation desires to utilize the expertise of the Consultant and the Consultant desires to provide such expertise to the Nation,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises provided for herein, the parties agree as follows:

1. **CONSULTANT SERVICES.** Upon Consultant's receipt of a copy of this agreement countersigned by the Nation's President, Consultant shall provide to the Nation consultant services with respect to the following matters (or as more fully described in the attached proposal of consultant):

Insert Description of Services: _____

or

See Attached Proposal.

2. **TERM.** Services designated above shall be provided commencing as authorized by the President of the Seneca Nation, starting _____ and ending on _____.

3. **COMPENSATION.** The Nation agrees to use commercially reasonable efforts to pay invoices and expense reimbursements within thirty (30) days of receipt and approval. The Nation shall reimburse Consultant for all pre-approved and reasonable travel-related expenses upon production of receipts for reimbursement. Total fees and expenses authorized by this Agreement are not to exceed (NTE) _____US dollars (\$_____). *If the NTE amount set forth herein is in excess of, in the aggregate for the Consultant and the Department during the previous twelve months, \$49,999.99, this Agreement shall not become effective until and unless approved by the Nation's Council.*

4. **OVERSIGHT.** Consultant shall report to the _____, who is hereby authorized to act as the Nation's representative for the purposes of this Agreement, including to approve invoices submitted by Consultant for periodic payment and to verify that Consultant is providing the authorized services as provided in the Description of Services and/or Proposal.

5. **CONFIDENTIALITY.** The Consultant agrees that the Consultant will not, during or subsequent to the term of this Agreement, directly or indirectly disclose, communicate or divulge to any person or entity, or use for the benefit of any person or entity, any information regarding the Nation or the internal operations of the Nation, which may be collected, accessed, generated or analyzed in the course of this project, unless the written consent of the Nation is first obtained.

6. **NO CONFLICTS.** The Consultant represents that there are no conflicts between the duties the Consultant is required to perform pursuant to any other employment, contract, agreement, arrangement or understanding to which the Consultant is a party, or to any rules, regulation, directive, order or law to which the Consultant is subject.

7. **OWNERSHIP OF WORK PRODUCT.** The Nation shall be the owner of any work product created by the Consultant under this Agreement including operational plans, policy manuals, worksheets and computer software, including information recorded on magnetic disks or other media by the Consultant. The Consultant will upon request or at the termination of this Agreement, deliver to the Nation all such documents and software including magnetic disks and other media without charge.

8. **TERMINATION.** This Agreement can be terminated by either of the parties without cause by written notice, provided that in the event this Agreement is terminated, the Consultant will immediately cease all

work on the project and shall receive compensation only for such services which have been authorized to be performed prior to the receipt of such notice.

9. **MODIFICATION.** This Agreement may be modified or amended only by the written agreement of the Nation and the Consultant.
10. **COUNTERPARTS/ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For the purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
11. **ASSIGNMENT.** This Agreement shall not be assignable either in whole or in part by the Consultant.
12. **INDEPENDENT CONTRACTOR.** This Agreement shall be construed to create the relationship of client and independent contractor between the Nation and the Consultant. In no event shall the Consultant be deemed to be an employee of the Nation and the Consultant shall not at any time be deemed an agent of the Nation or have any power to bind or commit the Nation or otherwise act on the Nation's behalf. The Nation will not be responsible for withholding any income tax or social security contributions or for providing any benefits and obligations to the Consultant that may be conferred upon or incurred on behalf of Nation employees. Consultant shall provide the Nation with a complete W-9 before commencement of work. In the event that the scope of services provided pursuant to this Agreement requires additional individuals to be retained by the Consultant, all costs associated with such additional services shall be the responsibility of Consultant, including any benefits or obligations owing to those additional individuals. Such individuals shall be Independent Contractors, as to this Agreement.
13. **BACKGROUND CHECKS.** The Contractor shall provide the Nation with an Authorization for Release of Information for Background Check of Contractor or, where appropriate, Company.
14. **EXECUTORY CONTRACT.** Consultant understands and acknowledges that this Agreement shall be deemed executory to the extent that monies are available in the fiscal budget of the respective department set forth above or the Nation. Consultant further acknowledges that, for non-budgeted costs and fees, neither this Agreement nor any representation by any Nation employee or officer creates any

legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Seneca Nation of Indians.

16. SOVEREIGN IMMUNITY. Notwithstanding anything to the contrary, nothing in this Agreement waives or may be deemed to waive the Nation's sovereign immunity from suit.

17. CONFLICT OF TERMS. In case of conflict between the terms of the attached proposal and this Standard Consulting Agreement, the terms contained in this Standard Consulting Agreement shall control.

18. CONTRACT INTEREST. No officer or employee of the Nation, who is authorized in such capacity and on behalf of the Nation to negotiate, make, accept, approve or monitor, or take part in negotiating, making, accepting, approving or monitoring this Agreement, shall become directly or indirectly interested personally in this Agreement, or any part hereof. No officer or employee of the Nation who is authorized in such capacity and on behalf of the Nation to exercise any supervisory or administrative function in connection with this Agreement shall become directly or indirectly personally interested in this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

SENECA NATION OF INDIANS

CONSULTANT

By: _____
Rickey L. Armstrong, Sr., President

By: _____

Printed Name: _____

Title (If applicable): _____

EXECUTE 3 COPIES

Distribution: (1) Original to Consultant; (2) Original to Department; (3) Original to A/P with P.O.

**Seneca Nation of Indians
Standard Consulting Agreement**

**AUTHORIZATION FOR RELEASE OF INFORMATION
FOR BACKGROUND CHECK FOR CONSULTANT**

In connection with my proposal to contract with the Seneca Nation of Indians, I consent to an investigation into my background and employment history. This document authorizes release to the Seneca Nation of Indians of requested information whether or not such information would be otherwise protected from disclosure by any constitutional, statutory or common law privilege.

I authorize release of any information related to my activities including: schools, property interests (real or personal), employment, criminal justice agencies, regulatory agencies, businesses, financial institutions, lending institutions, medical institutions, hospitals and health care professionals.

I authorize review and copying of all documents.

I relinquish any right that I may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. I further agree to indemnify and hold harmless any person to whom this request is lawfully presented.

First Middle Last
(please print)

Address

City, State, Zip

Date of Birth

Social Security Number

Signed this ____ day of _____, 20____.

Signature

**Seneca Nation of Indians
Standard Consulting Agreement**

**AUTHORIZATION FOR RELEASE OF INFORMATION
FOR BACKGROUND CHECK OF COMPANY**

In connection with the proposal to contract with the Seneca Nation of Indians, (*insert name of company*) _____ hereby consents to the release of any and all information to the Seneca Nation of Indians.

Additionally, (*insert name of company*) _____ agrees:

1. to provide the Seneca Nation of Indians, upon reasonable request, any and all information related to the education, skills, experience, professional association status and licensing status of employees or agents assigned to this project listed herein by name and title; and

| <u>Employee Name</u> | <u>Title</u> |
|----------------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. to authorize review and copying of all documents; and
3. to relinquish any right that (*insert name of company*) _____ may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. (*Insert name of company*) _____ further agrees to indemnify and hold harmless any person to whom this request is lawfully presented.

Name of Company

Name of Authorized Official

Title

Signed this ____ day of _____, 20____.

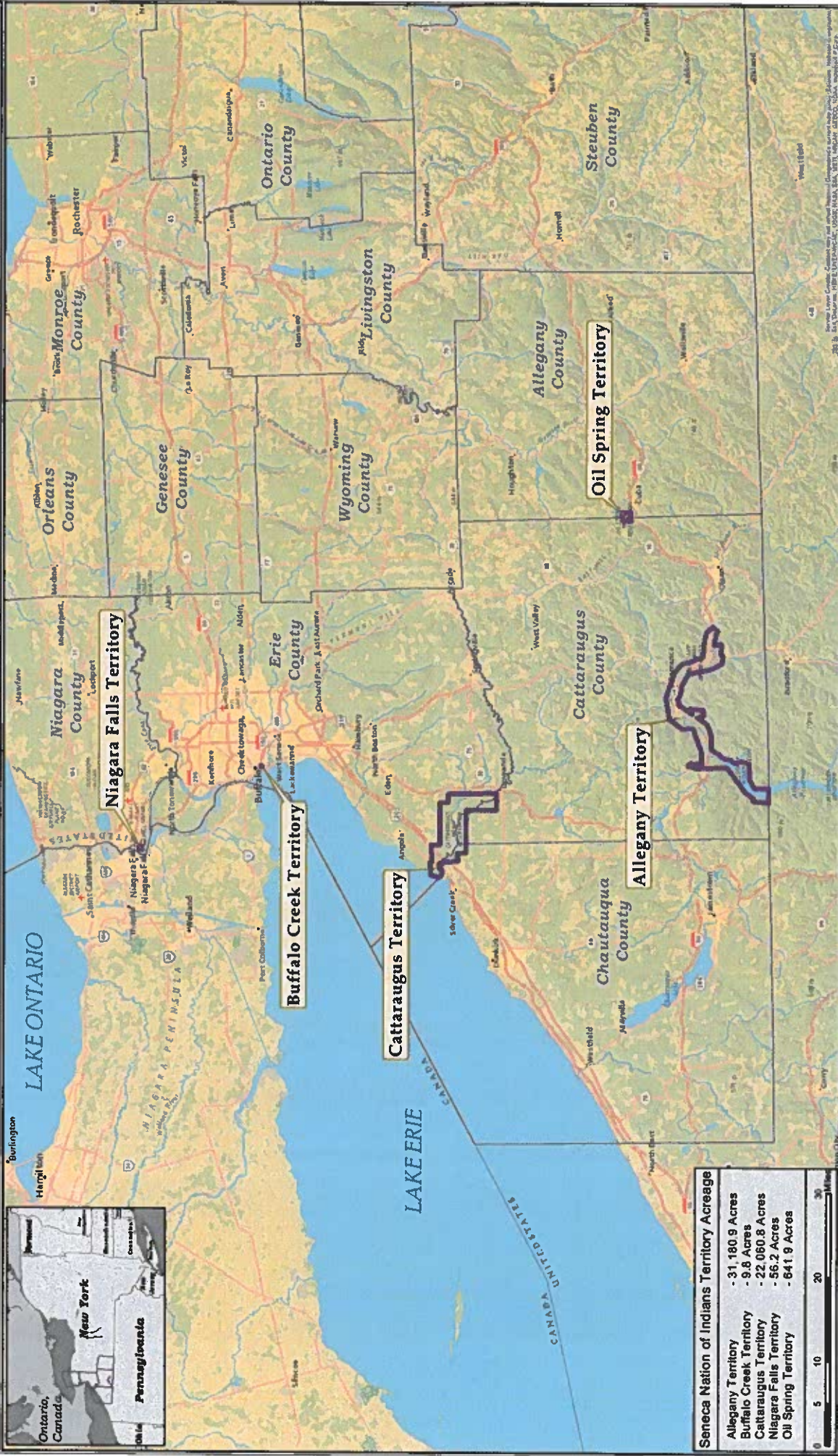
Signature



Seneca Nation of Indians

Locational Map of the Territories

Print / Export Date: 3/22/2020



| Seneca Nation of Indians Territory Acreage | |
|--|------------------|
| Allegany Territory | - 31,180.9 Acres |
| Buffalo Creek Territory | - 9.8 Acres |
| Cattaraugus Territory | - 22,060.8 Acres |
| Niagara Falls Territory | - 56.2 Acres |
| Oil Spring Territory | - 641.9 Acres |

Seneca Nation of Indians
 1000 Seneca Drive
 Salamanca, NY 14783
 Phone: 716.353.2222
 Fax: 716.353.2223
 Email: info@senecanationny.com
 Website: www.senecanationny.com

**SENECA NATION OF INDIANS
APPLICATION FOR LICENSE TO DO BUSINESS
BUSINESS CODE of 1988
WITHIN THE SENECA NATION TERRITORY**

Please submit this form to: Clerk, Seneca Nation of Indians

Application To Do Business As: _____

Date of Application: _____ Identification No.: _____

1. Name, Address & Telephone of Applicant:

2. Business Name, Address & Telephone:

3. Nation Member: Yes: _____ No: _____

4. Enrollment number of Individual listed in Line 1:

5. Date business began or will begin operating on Seneca Territory: _____

6. Address where books and records are kept:

7. Location(s) of Business:

8. Description of business, if not exclusively cigarette or automotive fuel sale business, please specify:

9. Title of Organization:

- _____ Husband/Wife Co-Ownership
- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Joint Venture
- _____ Other _____

10. If a corporation, list tribe or state of incorporation: _____

11. Certification No: _____

12. If a corporation or partnership, list names and addresses of all corporate officers or partners:

| | Name | Address | Title | Percent Ownership |
|----|-------|---------|-------|-------------------|
| 1. | _____ | | | |

2. _____
3. _____
4. _____
5. _____
6. _____

(Attach additional sheets if necessary)

13. Type of corporation: _____
 (If foreign corporation, name, and address of statutory agent who shall be Reservation resident)

14. Corporation Charter (Attached) Yes _____ No _____

15. Corporation By-Laws (Attached) Yes _____ No _____

16. Board membership List (Attached) Yes _____ No _____

17. Previous Application _____ Previous License _____ Date: _____

18. Dates of Previous Licensed Periods: _____

19. Number of Employees: Indian _____ Non-Indian _____ Year: _____

20. Has applicant submitted proof of indemnification for personal injury or property damage through business operation? _____

21. Is applicant a participant in Flood Insurance Program? _____

22. Has applicant been convicted of a felony in any court in the U.S. or any state or territory? _____

If yes explain: _____

NOTICE: LEGAL SIGNATURE REQUIRED

- Sole Proprietorship – owner must sign
- Husband and Wife Co-ownership – both husband and wife must sign
- Partnership – All partners must sign

Corporation – list all officers and signature of all persons and one corporate officers including the officer(s) on application.

Joint Venture – authorized signature of all persons and one corporate office organizing joint venture.

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I (we) understand that any material misrepresentation will result in the denial or subsequent revocation of any business license. I (we) agree, based on the consensual and contractual relationship with the Seneca Nation, to abide by all applicable laws, regulations, and rules of the Seneca Nation of Indians. I (we) also consent to the jurisdiction of the Courts of the Seneca Nation of Indians for the purpose of enforcing any laws, regulations, or rules governing this business license or the conduct of any business within the Seneca Nation of Indians' territories, *and under penalty of perjury, my (our) signature(s) evidence(s) my (our) sworn promise, as required under the Business Code § 2-118 (C), that I (we) "will comply with all applicable Seneca Nation conservation and environmental protection, health and safety laws now or hereafter adopted by the Council"*

(1)

Printed Name Signature Title

Home Address

(2)

Printed Name Signature Title

Home Address

OFFICE USE ONLY

Submit to BOTH the President's Office and the Treasurer's Office for signatures once all other signatures have been obtained).

President or Chief of Staff Signature Date

Treasurer or Deputy Chief of Staff Signature Date

Clerk Signature Date

*President's or Treasure's office: Please return this application to BPO once signatures above have been obtained

Authorization to Release Information

I/we have applied for a business license from the Seneca Nation Business Permits Office. As part of the application process The Seneca Nation Business Permits Office may verify information contained in my/our application and in other documents required in connection with the application.

I/we authorize you to provide Seneca Nation Business Permits Office all information and documentation that they request. Such information includes, but not limited to compliance with our department rules and regulations and/or Seneca Nation rules, regulations and ordinances.

A copy of this authorization may be accepted as an original.

Your prompt reply to Seneca Nation Business Permits Office is appreciated.

This release of information is good for one year from the date signed.

Applicant's Signature: _____

Date: _____

Print Name: _____

Applicant's Signature: _____

Date: _____

Print Name: _____

Applicant's Signature: _____

Date: _____

Print Name: _____

Applicant's Signature: _____

Date: _____

Print Name: _____