



SAINT REGIS MOHAWK TRIBE

71 Margaret Terrance Memorial Way
Akwesasne, New York

REQUEST FOR PROPOSAL (RFP)

NO. 25-0037

WEBSITE DEVELOPMENT & MAINTENANCE AKWESASNE, NEW YORK

RFP due date and time: Wednesday, March 12, 2025 no later than 3:30 pm (Local Time)

1. **INTRODUCTION.** The Saint Regis Mohawk Tribe (SRMT) is seeking proposals from qualified and experienced individuals/companies ("Proposer[s]") to update and centralize department and program websites for the SRMT, all in accordance with the Scope of Work and Request for Proposal Documents attached to this RFP.
2. **ABOUT SRMT.** The SRMT is a federally-recognized government of the Saint Regis Mohawk Reservation at Akwesasne, New York. The territory under our jurisdiction lies south of the border dividing the US and Canada. The lands north of the border are under the jurisdiction of our counterparts, the Mohawk Council of Akwesasne.

The Saint Regis Mohawk Tribe administers numerous programs and services for community members, the details of which you will find throughout our current website, <https://www.srmt-nsn.gov/about>. The Tribe's governing body the Saint Regis Mohawk Tribal Council, is made up of three chiefs, three sub-chiefs, all responsible for setting policy and making major decisions on behalf of the Tribe. They oversee the operation of the Saint Regis Mohawk Tribal government and assure that quality programs and services are made available to the Mohawk People.

The Saint Regis Mohawk Tribe today administers its own environment, social, policing, economic, health and educational programs, policies, laws and regulations.

3. **PROJECT GOALS AND OBJECTIVES.** SRMT's current website was launched in Fall, 2024 and since then has not been upgraded. The primary goal of this project is to centralize and update a user-friendly, visually appealing and mobile-responsive website that continues to effectively communicate our overall mission, identify program services and enhances user experience while supporting our strategic objectives. Also, a requirement will be to provide training for Tribal program staff to maintain websites without the need for specialized technical knowledge or assistance.
4. **SCOPE OF WORK.** The Scope for this project may include, but is not limited to, tasks set forth below. Proposals should describe how each of the project deliverables will be provided.

Tasks and Deliverables:

- Bring all Tribal department and program websites under one host;
- Provide Hosting and Cloud Infrastructure Services;
- Ensure gated legacy website content preservation;
- Integrate new features as requested by the SRMT;
- Update and maintain website security;
- Address specific website technical issues such as user interface errors, deployment bugs, etc.
- Provide alternative solutions along with comparisons and estimates on the required level of effort to solve SRMT needs;
- Liaise with the SRMT Communications Team on website development and maintenance, as needed;
- Liaise with Division Directors and Program Managers for input and develop, build, update and maintain websites based on Directors and Managers website needs;

- Apply knowledge and demonstrated use of current Craft Content Management System (CMS; Tribe currently uses Craft CMS 3) to address the Tribe's needs for a usable, flexible, secure content management system to publish its content without the need for additional specialized development support;
- Ensure seamless user experience and user-friendly interface along with tools that enable complete control of content without the need for specialized technical knowledge or assistance;
- Provide written reports of completed deliverables on a regular basis to SRMT;
- Provide documentation of new web-based, digital features, and modules – both technical and instructional;
- Respond to inquiries and follow-up to action items in a timely manner;
- Be available with reasonable notice to meet the SRMT representatives; and
- Provide training to Tribal staff on how to maintain and add content to the website.
- Provide a fully transparent and detailed post-launch website maintenance and improvement plan.

5. TERM. The term of the Contract will commence upon receipt of a fully executed contract and all Services will terminate 1-year from execution of a Contract for this Project. Contracts may be extended upon mutual consent and written amendment signed by both parties.

6. PAYMENT. The SRMT will compensate the successful proposer monthly, in arrears, upon satisfactory completion of service provided pursuant to proposer's Fee Proposal and approved by the SRMT Representative.

Tax Exemption. The SRMT is a tax-exempt organization. Exemption Organization Certification # EX 152433 certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the SRMT, and are, therefore, not subject to New York State sales and use taxes.

7. INSURANCE. Successful Proposer will provide and maintain insurance coverage for the duration of the contract period and will provide, upon request, a copy of the following certificates of insurance coverage:

- Comprehensive General Liability** coverage, minimum \$1,000,000.00 (US) general aggregate and the same amount for each occurrence submit, if any, and *naming the Saint Regis Mohawk Tribe as additional insured;* and
- Business Automobile Liability** coverage, minimum \$1,000,000.00 (US) combined single limit or \$1,000,000.00 bodily injury and \$500,000.00 property damage, when contractor uses any vehicle, owned or non-owned in performing contractual duties.

All insurances are to be underwritten by a company satisfactory to the SRMT (Best "A" rating) and authorized to do business in the state of New York.

Any insurance acquired or maintained by the Contractor is at your own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under this agreement.

8. PROPOSAL INSTRUCTIONS.

- Submission and Delivery.** Proposals are to be submitted in a sealed envelope and addressed to: Saint Regis Mohawk Tribe, Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655 or via E-mail to: grants.contracts@srmt-nsn.gov. Please label on the envelope or on the subject line "*RFP No.25-0037 Website Development and Maintenance, Akwesasne, New York*"

NO PROPOSAL WILL BE ACCEPTED IF SUBMITTED ORALLY OR VIA TELEPHONE

- Due Date and Time.** Proposals for this RFP must be received on or by 3:30 p.m. (local time), Wednesday, March 12, 2025 to be considered. Proposals received after the closing time will not be considered. *Proposers should allow sufficient mail delivery time to ensure receipt by the closing date and time.*
- Inquiries.** All questions, comments, and any other communications relative to this RFP are to be submitted, in writing, no later than five (5) calendar days prior to the closing due date and time, to: Saint Regis Mohawk Tribe, Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655 or via E-mail to: grants.contracts@srmt-nsn.gov. All responses to the inquiries will be distributed to all proposers in the form of an

Addendum. Inquiries or communications are to be directed **ONLY** to the Grants & Contracts Office throughout this solicitation period. **Non-compliance with this condition may result in disqualification of your proposal.**

- d) It is the responsibility of the proposer to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.
- e) All proposals must be in the format required in this RFP. Failure to comply may be reason to declare the proposals non-responsive.
- f) **Amendment to Proposal** – Proposals may be amended in writing and delivered to the closing location **before** the closing time, but not after. Such amendments should be signed by the authorized signatory of the Proposer and either hand delivered, e-mailed, or mailed to the Grants & Contracts Office.
- g) **Acceptance of Terms and Conditions** – Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, unless otherwise specified in the proposal.
- h) **Withdrawing Proposals** – Proposals may be withdrawn prior to the time set for opening Proposals. Request for non-consideration of proposals must be made in writing to the Grants & Contracts Office.
- i) **Proposal Validity Period** – The Proposal is valid for 60 calendar days following the closing date and time shown herein.

9. PROPOSAL FORMAT & EVALUATION CRITERIA. For a proposal to be considered responsive, the proposal shall respond to all requirements of this part of the RFP. Evaluation of proposals will be assessed on the information provided below. Proposals must be answered in the same order in which it is requested here:

a) Transmittal Letter

The letter of transmittal should include:

- i. an introduction of the proposer/proposing firm to include name and contact information (email, phone, mailing address, etc.) and, if applicable, the representative authorized to make representations for Proponent, title(s) and contact information.
- ii. a general statement of interest and what sets proposer apart from other potential respondents.
- iii. a general statement of any preferences applicable to you/your firm as identified at subparagraph (e) below.
- iv. signature by the individual who is authorized to contractually bind proponent. An unsigned transmittal letter may cause the proposal to be rejected.

b) Executive Summary

The executive summary should briefly describe the following:

- i. proposer's approach to Web Development and Maintenance Services and its summarized approach to completing the scope of services outlined.
- ii. summary of any potential problems you may encounter in the performance of this project and provide creative suggestions for addressing these problems.
- iii. identify any options or alternatives being proposed and clearly disclose any major requirements included in the scope of services proponent cannot address.
- iv. your expectations of the SRMT and its representatives and staff that may be involved in the services required.
- v. a proposed schedule of deliverables to include length of time needed for each task.

c) Experience and Qualifications

This section must contain a minimum of the following information:

- i. a brief summary of you/your firm's experience in this field and overall qualifications.

- ii. provide a list of key personnel that will be assigned to this project and the role that each will play.
- iii. for all Key Personnel assigned to this project, biographies should be included in this section.
- iv. provide three (3) samples of work performed similar in size and scope to the work being requested by SRMT. Samples could be in the form of a website link or similar.
- v. provide a minimum of three (3) business references of existing clients which should include all contact information.

d) Fee Proposal

- i. SRMT is interested in a firm fixed pricing structure to include all aspects of the project, but not necessarily limited to: 1) labor costs; 2) Hosting and Maintenance Costs; 3) License Renewals. All respondents must include a fee for services proposal showing their projected costs for each of these aspects. All invoices are subject to a Net 30 term.
- ii. Fee proposals should identify any costs SRMT can expect to be charged and specify the types of services that would generate any additional charges.
- iii. Respondents are free to submit alternative fee proposals for consideration.

e) Preferences. Only one (1) preference will be applied to qualified proposers.

i. Native / Mohawk Preference

If eligible for Native American Preference, provide proof of enrollment/membership (such as a tribal enrollment card) in a federally recognized Tribe or proof of certification as an Indian-owned business (Native American Ownership must be 51% or more). Individuals or businesses that are registered/certified with the SRMT as Mohawk Owned Businesses, will be granted extra points in the evaluation for goods and services. *(See Attachment "A", Native American Preference Policy)*

(or)

ii. Women Business Enterprise and Disabled Veteran Business Enterprise

If eligible for WBE/DVBE preference, provide proof of certification, which may consist of business registered to the WBE/DVBE owner and a copy of your certification from a government agency in the state the contractor is incorporated or has its principal business.

(or)

iii. Minority Business Enterprise and Veteran Business Enterprise

If eligible for MBE/VBE preference, provide proof of certification, which may consist of business registered to the MBE/VBE owner and a copy of your certification from a government agency in the state the contractor is incorporated or has its principal business.

10. EVALUATION CRITERIA

Evaluation of submitted proposals will be based on the criteria below with maximum allowed points being 102. Respondents may be requested to meet with an Evaluation Team for oral presentations at the discretion of the Evaluation Team. Proposals, however, may be accepted without oral presentation.

a)	Strategy, Approach and Methodology (Comprehension)	30 Points
b)	Fee Proposal and Schedule	25 Points
c)	Firm Experience & Qualifications/Personnel Qualifications	35 Points
e)	Preferences (<i>Only 1, if applicable</i>)	
i.	Native Preference	10 Points
ii.	Mohawk Preference	Additional 2 Points
iii.	WBE & Veteran with Disabilities Business Enterprise	5 Points
iv.	MBE and Veterans Business Enterprises	3 Points

- 11. CERTIFICATIONS.** Proposer agrees to comply with and return all signed certifications with proposals, as follows:
- a) SRMT Combined Certifications for Lobbying; Certification Regarding Debarment; Certification Regarding Drug-Free Workplace; Certification Regarding Trafficking in Persons and Anti-Collusion Statement (*See Attachment "B"*);
 - b) SRMT Respiratory Virus Workplace Safety Standards, V011 dated March 13, 2024 (or as amended) (*See Attachment "C"*).

12. ADDENDA. To ensure consistency and quality of information provided to respondents the Grants & Contracts Office will provide, simultaneously to all individuals/firms to which this solicitation has been sent, any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries. Addenda to this RFP may be issued at any time prior to the time set for receipt of proposals. Failure of any Proposer to review any such addendum shall not relieve the Proposer from any obligations under their Proposal submitted. All addenda so issued shall become part of the Contract Documents.

13. EVALUATION PROCESS.

- a) **Evaluation of Proposal.** The purpose of the proposal evaluation process is twofold: (1) to assess the responses for compliance with the RFP's minimum qualifications, content, format requirements; and (2) to identify the Proposers that have the highest probability of satisfactorily performing the services requested by the Saint Regis Mohawk Tribe. The evaluation process will be conducted in a comprehensive and impartial manner.
- b) **Evaluation Team.** Proposals will undergo an evaluation process conducted by an Evaluation Team comprised of 3 Team Members. The Evaluation Team, in its exclusive discretion, shall select such proposals that are considered to be in the best interest of the SRMT.
- c) **Interviews.** If necessary, interviews may be scheduled with selected Proposers as soon as possible after the proposal opening, to permit further evaluation and to allow the SRMT to inquire further into the Proposer's experience on similar projects, willingness to work closely with SRMT Staff, thorough understanding of the various aspects of the project, ability to maintain a tight schedule and complete the project on time, within budget and other pertinent matters.
- d) **Non-Responsive Proposals.** Non-responsive proposals may be rejected by SRMT, and will not be distributed to the Evaluation Team for consideration. Additionally, the evaluation team may determine that required submittals/documentation is so inadequate as to be determined non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - Failure to sign the proposal
 - Failure to acknowledge addenda (if issued)
 - Failure to provide required submittals/documentation
 - Submission of a late proposal
 - Proposer does not meet the minimum requirements
- e) **Cost to Prepare.** No payment shall be made for costs incurred in the preparation and submission of your proposal in response to this RFP.
- f) **Acceptance/Rejection.** The SRMT reserves the right to cancel this RFP, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the SRMT, best meets the requirements of this RFP and is deemed to be in the best interest of the SRMT. Non-acceptance of a proposal means that another proposal was deemed more advantageous to the SRMT or that all proposals were rejected.
- g) **Return of Proposal.** The SRMT advises that all proposals submitted under this RFP shall become the property of the SRMT and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested.

14. AWARD. The contract, if awarded, will be awarded to the firm whose proposal is deemed most advantageous to the SRMT, as determined in accordance with the Evaluation Criteria. SRMT reserves the right to solicit additional information from the Proposer should the SRMT deem such information necessary. The lowest or any proposal will not necessarily be accepted. The SRMT reserves the right to award one or more contracts.

15. POST AWARD. SRMT will advise unsuccessful Proposers within one week after SRMT has entered into a contractual arrangement with the successful Proposer.

16. CONFIDENTIAL INFORMATION. All proposals are treated as confidential. If a proposer believes portions of their response are exempt from disclosure, the respondent shall clearly mark this information "Confidential".

17. PROTEST.

- a. Form of Protest. A Proposer who is qualified to protest shall submit the written protest to the SRMT Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655, who will forward the matter to Administration.
 - i) The protest must be in writing and sent by certified or registered mail or delivered personally to Grants & Contracts Office. If the protest is hand-delivered, a receipt must be requested.
 - ii) The protest shall include the name, address, telephone and e-mail of the party protesting or their representative.
 - iii) The title of the RFP and a detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - iv) The specific ruling or relief requested must be stated.
 - v) The SRMT, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the SRMT will not consider such new grounds or new evidence.
- b. After Award. A Proposer submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
 - i) The Proposer has submitted a proposal that it believes to be responsive to the solicitation document;
 - ii) The Proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
 - iii) The Proposer believes and has reasonable justification that the SRMT has incorrectly selected another Proposer submitting a proposal for an award.

Such protests must be received by the SRMT no later than five (5) business days after Proposer's receipt of unsuccessful proposer notification.

- c. Appeals Process. The decision of SRMT will be considered the final decision.

18. SRMT CORPORATE COMPLIANCE. When submitting a proposal/bid you understand and agree you must comply with the SRMT Corporate Compliance Policy. As recipients of Department of Health and Human Services and other federal and state funding, all successful proposers/bidders will be screened against the Department of Health & Human Services/Office of Inspector General and The System for Award Management (SAM) exclusion database, prior to contracting with the SRMT and for the duration of the contract.

Proposers/bidders further understand that, to ensure fairness, openness and transparency in the solicitation process, the commission of certain acts or offences will render them ineligible to be awarded a contract/agreement. SRMT will declare non-responsive any proposal/bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by SRMT. If it is determined, after contract/agreement award, that the Proposer/bidder made a false

declaration, SRMT will have the right to terminate the Contract/Agreement for default. The Proposer/bidder will be required to diligently maintain up-to-date the information herein requested. The Proposer/bidder and any of the Proposer/bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this proposal solicitation.

Proposers/bidders who are incorporated, including those submitting as a joint venture, must provide with their proposal/bid or promptly thereafter a complete list of names of all individuals who are currently directors of the company/firm. Proposers/bidders submitting as sole proprietorship, including those submitting as a joint venture, must provide with their proposal or promptly thereafter the name of the owner. Proposers/bidders submitting as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of proposals is completed, SRMT will inform the Proposer/Bidder of a time frame within which to provide the information. Failure to comply will render the proposal/bid non-responsive. Providing the required names is a mandatory requirement for contract award.

19. TERMS AND CONDITIONS. The terms and conditions applicable to this Request for Proposals are the Saint Regis Mohawk Tribe (SRMT) General Contract Terms and Conditions for Service (*See Attachment "D"*).