



Chitimacha Tribe of Louisiana

P.O. Box 661
155 Chitimacha Loop
Charenton, LA 70523
Tel: 337.923.4973
Fax: 337.923.6848
www.chitimacha.gov

**Request for Proposals (RFP) for
*Professional Louisiana State and Local Government Relations (Lobbyist)
Services***

ISSUE DATE: January 30, 2023

DUE DATE: March 1, 2023 by 4:30 p.m., Central Time

SUBMIT TO: Chitimacha Tribe of Louisiana
Attn: April Wyatt
Chief Administrative Officer / Tribal Administrator
P.O. Box 661
155 Chitimacha Loop
Charenton, LA 70523
Email: aprilc@chitimacha.gov.

CARBON COPY: The Jacobson Law Group
General Counsel to the Chitimacha Tribe of Louisiana
Attn: Michael Murphy
Email: mmurphy@thejacobsonlawgroup.com.

1. Background Information on the Chitimacha Tribe

The Chitimacha Tribe of Louisiana (“Tribe”) is a sovereign federally recognized tribe situated in south-central Louisiana. The Tribe’s governing body is a five-member Chitimacha Tribal Council (“Council”). The Tribe delivers government services to over 1,500 enrolled citizens located on-Reservation, across the United States, and abroad. The Tribe’s government services include: Chitimacha Health Clinic, Human Services, Police & Fire Departments, Tribal Court System, Chitimacha Tribal School (pre-K through 8th grade), Yaamahana (daycare/early learning), RiverCane (residential services for elders), Housing, Enrollment, Public Works, Economic & Business Development, Scholarships, and Culture Department.

As the owner and operator of multiple successful enterprises, the Tribe is one of the largest employers in south-central Louisiana. The Tribe’s enterprises include: the Cypress Bayou Casino Hotel, the Tribe’s gaming entertainment facility; the Trading Post, a gas station and convenience store; Raintree Market, a grocery store; KETA Group and its subsidiaries, which hold construction and systems contracts with different federal agencies; Sitimaxa, the Tribe’s primary SBA 8(a) program corporation; and the Silver Creek Subdivision, which manages the residential lots within the Raintree Village Development, located in the Town of Baldwin, St. Mary Parish. The Tribe funds the delivery of government services with revenues generated from its enterprises.

You can learn more about the Tribe by visiting our website at: <http://chitimacha.gov/>.

2. RFP Overview

The Tribe seeks proposals for professional government relations and lobbying services to represent the governmental and economic interests of the Tribe before the Legislature and Governor’s office for the State of Louisiana and the Council and President’s office for St. Mary’s Parish. To make a selection, the Tribe will focus predominantly on the proposal’s responses to the “Qualifications and Expertise” section and the price proposal submitted. The Tribe intends to contract with the proposer selected for an initial term of two (2) years.

Please submit your proposal no later than 4:30 p.m. on March 1, 2023 to:

Chitimacha Tribe of Louisiana
P.O. Box 661
Charenton, LA 70523
Fax: 337.923.6848

Attn: April Wyatt
Chief Administrative Officer / Tribal Administrator
aprilc@chitimacha.gov

Carbon Copy:
The Jacobson Law Group
General Counsel to the Tribe
Attn: Michael Murphy
mmurphy@thejacobsonlawgroup.com

3. Scope of Work

3.1 – Background

The Tribe seeks a professional lobbyist with proven experience and success advocating for clients at all levels of legislative and executive government for the State of Louisiana and its political subdivisions. As a government and a businessowner, the Tribe’s lobbying interests are broad. They include: those interests shared by any local government; education; public works and infrastructure; public safety; public health; gaming/gambling, particularly for tribal operations; tourism; private enterprise; and economic development. A successful candidate will demonstrate:

- Longstanding bi-partisan relationships with state legislative leadership, back bench members, their staff, the Governor’s office, and executive agencies;
- Longstanding relationships with the Council members and Presidents for Louisiana Parishes, particularly St. Mary’s Parish, and administrative staff;
- Substantial experience lobbying in the fields of local/municipal government, education, public works and infrastructure, public safety, public health, gaming, tourism, private enterprise, and economic development;
- Concrete lobbying strategies that achieved specific legislative successes on behalf of clients; and
- Concrete methods for communicating with Tribal leadership¹ about strategic approach, securing decisions from Tribal leadership, and otherwise updating Tribal leadership on lobbying efforts.

3.2 – Specific Services Requested

The specific services requested include, but are not limited to:

¹ The term “Tribal leadership” refers to those officials designated by the Chitimacha Tribal Council to work with the lobbyist selected, which may include, for example, specific members of the Council, the Chief Administrative Officer, the Tribe’s General Counsel, or the General Manager of Cypress Bayou Casino Hotel.

- Consult with Tribal leadership to identify legislative priorities and devise strategies for achieving those priorities.
- Pursue and notify Tribal leadership about significant funding and economic development opportunities, including potential legislation or grants, that further the Tribe's priorities.
- Monitor and provide regular reports on current legislation and/or administrative actions that may impact the Tribe's interests (with interpretation and analysis on how those actions may impact the Tribe's interests).
- Work closely with Tribal leadership to develop an ongoing strategy for advancing the Tribe's interests relative to legislation and administrative actions that may impact the Tribe's interests.
- Coordinate testimony, educate and prepare legislators and agency officials, educate and prepare Tribal officials, and otherwise prepare for committee hearings and other meetings on issues that implicate the Tribe's priorities.
- Meet and remain in frequent contact with state and local legislators and staff, and with the Governor's office and agency staff, to advance the Tribe's interests.
- Coordinate meetings and cultivate relationships between Tribal leadership and their state and local government counterparts.
- Provide direct, written, reports to the Chitimacha Tribal Council, Chief Administrative Officer ("CAO"), General Counsel ("GC"), and, upon request, other Tribal leadership, on legislative or regulatory issues related to the Tribe's interests and on the implementation of lobbyist's strategy for advancing the Tribe's interests; upon request, provide oral reports to the Council; maintain strict confidence on all communications with Tribal leadership, unless otherwise approved by the Council, CAO, or GC.

3.3 – Performance of Services.

A proposal must identify the professionals who will perform services under a contract with the Tribe, and the professional services performed under the contract must be performed by the professionals identified in the proposal (except for administrative support or services performed by others as approved by the Council or CAO in writing).

4. Proposal Submission Requirements.

All proposals must include the following content. The Tribe may deem a proposal that fails to address the required content as non-responsive and ineligible for consideration.

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4.1 – Cover Letter

Please submit a cover letter or cover page that identifies the legal name of your firm or company, the appropriate contact information, the date of the proposal, and a brief description of why you are uniquely suited to perform the services that the Tribe needs.

4.2 – Qualifications and Expertise

Please respond to each of the following factors that the Tribe will rely on to assess your qualifications and expertise:

- Team Devoted to Chitimacha: Please identify and provide professional biographies for each of the professionals who will work with the Tribe under this contract. If applicable, please describe any work you have done with the Tribe or its enterprises or any existing relationships you have with Tribal officials.
- Existing Relationships with State and Local Officials: Describe the relationships your firm has cultivated with Louisiana state and local legislative and executive officials, how you work with those officials to achieve your clients' goals, and whether your relationships are bi-partisan and allow for success regardless of the party or faction in power.

While the Tribe's focus is government relations at the Louisiana state and local levels, you may also describe your experience lobbying at the federal level and your relationships with the Louisiana delegation to the U.S. Congress.

- Subject Matter Expertise: Describe the subject matters your firm specializes in (local government, education, gaming, economic development, etc.) and the distinct lobbying strategies that those subject matters require.
- History of Success: Identify a list of specific lobbying successes that you have achieved on behalf of your clients that are representative of your expertise.
- Strategic Approach and Client Communication: Describe your values as a professional lobbyist. Describe in concrete terms your strategic approach for advancing your clients' interests. Describe in concrete terms the methods you rely on to educate yourself about your clients and identify their strategic priorities. Describe in concrete terms the methods you use to keep your clients informed on the legislative and/or executive actions that implicate their interests and the status of your efforts to achieve their priorities.
- Clients and Conflicts: Provide a list of your current clients, the date you began representing each client, and disclose any potential conflicts of interest.

- References: Please provide the names, titles, and contact information for three references that the Tribe may contact to learn more about your work.

4.3 – Price Proposal

Please provide a price proposal that identifies all fees, costs, and ancillaries necessary to perform the services required for the initial two (2) year contract. The Tribe strongly prefers a flat fee engagement invoiced monthly that includes costs and ancillaries. The price proposal should be comparable to the market-rate for an engagement for government relations services with a professional firm; if the price proposal deviates significantly from the market-rate, please explain the reason for the deviation.

4.4 – Native Preference (if applicable)

This RFP is not restricted to companies owned by Native persons. However, preference will be given to Native and Alaska Native contractors (“Native Contractor”) that submit responses that are substantially equal to responses submitted by a non-Native contractor. The term Native Contractor or “Indian-Owned Economic Enterprise” means any Indian-owned commercial, industrial, or business concern established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise on a continuing basis for the duration of the project. A Native Contractor is not guaranteed Native Preference or an award. A candidate claiming Native Preference is not guaranteed selection and may be required to submit evidence demonstrating qualification for that preference.

5. Interview

The Council may request to meet and interview candidates in-person at the Tribal Offices in Charenton, Louisiana. A Tribal official will contact you at the phone or email address you provide in your proposal to arrange an interview at time that is convenient for you and the Council.

6. Submission Details

You may submit your proposal by mail, by facsimile, or by email, in accordance with the following. The Tribe may deem a proposal that fails to address required content, as identified in this RFP, as non-responsive and ineligible for consideration.

- Due date: March 1, 2023, by 4:30 p.m., Central Time.

- Submit to: Chitimacha Tribe of Louisiana
Attn: April Wyatt
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Email: aprilc@chitimacha.gov.
- Carbon Copy: The Jacobson Law Group
General Counsel to the Chitimacha Tribe of Louisiana
Attn: Michael Murphy
Email: mmurphy@thejacobsonlawgroup.com.

7. Inquiries

Questions about this RFP may be directed via email to April Wyatt, Chief Administrative Officer / Tribal Administrator, at aprilc@chitimacha.gov. Please carbon copy Michael Murphy, General Counsel to the Tribe, at mmurphy@thejacobsonlawgroup.com, on your email inquiry. In the subject line for the inquiry, please insert “RFP – Professional State and Local Government Services.”

8. General Terms, Limitations, Reservation of Rights

The following terms, limitations, and reservation of rights apply to this RFP:

- The Tribe reserves the right to:
 - Modify or otherwise alter any of the requirements in this RFP, including the deadline for submitting a response to the RFP. If the Tribe modifies the RFP, responders will be notified and afforded an equal opportunity to amend their proposals.
 - Reject any proposals received for whatever reason.
 - Terminate this RFP at any time, without cause or reason.
- The Tribe shall not be responsible for any expenses incurred by the applicant to prepare or deliver a response to this RFP or to attend an interview with the Tribe.
- The Tribe’s determination on whether to make this award will be based solely on the Tribe’s best interests as understood by the Tribe.
- No right or benefit accrues to the candidate selected by virtue of an award granted pursuant to this RFP. Any award granted pursuant to this RFP shall be subject to the terms and conditions of a written contract executed by the Tribe and the candidate selected.

- While subject to the parties' negotiations, the terms and conditions of the Tribe's contract—and the terms and conditions that the Tribe strongly prefer—include:
 - The initial term of the contract will be two (2) years;
 - The laws and procedures that govern any dispute or claim arising from the contract will be the laws of the Chitimacha Tribe of Louisiana, *see* <https://chitimacha.gov/tribal-government/constitution-and-comprehensive-codes-justice>.
 - The contractor must maintain for the duration of the contract's term: a general liability insurance policy (with coverage limits of at least one-million dollars (\$1,000,000.00) each occurrence and two-million dollars (\$2,000,000.00) aggregate); a professional liability insurance policy (with coverage limits of at least one-million dollars (\$1,000,000.00) each occurrence and two-million dollars (\$2,000,000.00) aggregate), as applicable; and a workers' compensation insurance policy (at the limits required by the state in which the company is situated).
 - The contractor may not assign any service required under the contract or contract with a third party to perform any service required under the contract without the written consent of the Tribe.
 - In the event of bankruptcy or receivership of any contractor, the applicable contract is null and void, and is terminated without further notice.
- Prior to any award and upon the Tribe's request, the apparent successful proposer must provide the information required of any vendor or independent contractor who does business with the Tribe, including the contractor's legal name, address, federal fax identification number, evidence of insurance policies that meet minimum insurance specifications for the award, and certifications of compliance with laws that govern your license or profession.
- The applicant must disclose to the Tribe the use and identity of all subcontractors it uses in carrying out the requirements herein. The Tribe reserves the right to approve all subcontractors chosen (in its sole discretion). The applicant shall be solely responsible for the satisfactory performance of and compensation to any and all subcontractors.
- The laws and procedures of the Tribe, including those procedures established in this RFP, shall govern all rights and duties created by this RFP, an award granted pursuant to it, and any contract that may result from it.
- This RFP shall not be construed as waiving any rights, privileges, or immunities vested in the Tribe.

By responding to this request for proposal, the proposing vendor/company/firm is agreeing to the terms, conditions, and requirements set forth herein, unless expressly noted in writing in your submission.