

BACKGROUND INFORMATION

The Smith River Rancheria (“Tribe”) is a federally recognized Indian tribe of Tolowa Indians that is located three miles south of the Oregon-California border in northwest California.

The Smith River Rancheria has received funding from the U.S. Fish and Wildlife, Tribal Wildlife Grant for the Project, “Surf Smelt Habitat Assessment and Conservation Plan.”

The Smith River Rancheria (Tribe) is the recipient of the US Fish and Wildlife, Tribal Wildlife Grant in the amount of \$200,000 of which \$20,000 (10% of award) has been budgeted for this project.

The Tribe is soliciting proposals for the “Surf Smelt Habitat Assessment and Conservation Plan” (“Project”) from qualified Contractors that will enable the SRR governing body to provide a complete habitat assessment and conservation plan that will inform management and educational outreach based on scientific research, assessment of the habitat, traditional ecological knowledge, and community participatory research to ensure the protection and restoration of spawning habitat and species recovery of surf smelt, particularly within our territory known as Tr’uu-luu-k’wvt.

Interested parties shall comply with the Smith River Rancheria Tribal Employment Rights Ordinance (“TERO”).

The Smith River Rancheria is located adjacent to the Pacific Ocean in the far northwest tip of California and three miles south of the Oregon border. The Rancheria is checkerboard and consists of approximately 600 acres, some of which is awaiting trust status. Highway 101 bisects the Rancheria and the west side properties include Prince Island, a portion of lower Lopez Creek, and a site at the mouth of the Smith River. The existing Rancheria is within the aboriginal territory of the Tolowa People and includes many sacred and culturally significant areas. The Federally established service area for the Smith River Rancheria includes Del Norte and Humboldt counties in California and Curry, Josephine and Jackson counties in Oregon.

The Tribe encourages proposals from small businesses, disabled veteran-owned businesses, women-owned businesses, firms owned by under-represented ethnic groups and local firms.

SCOPE OF WORK

The Tribe deems it expedient to issue this Request for Proposal (“RFP”) for the Project in order for applicants (“Respondents”) to submit proposals to the Tribe. It is expected that the successful Respondent’s deliverables will include, but not necessarily be limited to the following:

- Conduct a habitat assessment and evaluation of key ecological indicators related to surf smelt, through the analysis of data collected during project including the mapping of

gravel beds and shading, water quality samples, air temperature, and substrate temperature.

- Within the assessment create a platform to inform potential impacts to species decline and return to Tr'uu'lou-k'wvt.
- Draft the Surf Smelt Conservation Plan, incorporating research findings gathered through the project that may be used as a management advisory tool for conservation policy and ordinance development by the Tribe.
- Utilize Literature review and annotated bibliography as well as oral history interviews to develop Best Management Practices for habitat protection and fishing protocol.
- Develop scientific recommendations for future studies to enhance the understanding of research needed to be conducted to create a tribally approved conservation plan.

Contractor will also:

- Agree to up to a six (6) month commitment to the project.
- Have the flexibility to Travel and attend meeting pertaining to the Project.
- Provide Monthly written reports with invoice to the Principle Investigator on the status of the Project
- Coordinate efforts between Tribal Staff to effectively complete the assessment and plan.
- Meet stringent timelines while working with Tribal Staff.

All work done to support this RFP should be considered “custom” tailored to meet the needs of the Tribe. The Tribe desires that all deliverables requested in the development, design, and implementation of Project allow changes and modifications without the need for additional consulting services.

RFP RESPONSE FORMAT AND CONTENT

All Respondents are required to follow the RFP response (“Response”) format specified below. The content of the Response must be clear, concise, and complete. Each section of the RESPONSE shall be tabbed according to the numbering system shown below to aid in expedient information retrieval.

1. Cover - Include the RFP title, due date, and principal contact information (name, address, telephone, fax numbers, and e-mail address).
2. Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.

3. Cover Letter - The cover letter should be brief (two pages maximum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Please include the following in your cover letter:
 - Describe why your firm considers itself to be best qualified to master the project strategy and perform the work required in a responsive manner;
 - Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests;
 - Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates;
 - Identify team members and include the title and signature of the Respondent's contact person for this project. The signatory shall be a person with official authority to bind the Respondent.
 - If the Respondent is proposing to joint-partner with another principal firm, the cover letter must specify the type of services to be provided by each firm.
4. Methods and Strategic Plan - Describe your preliminary approach, methodology and plan to carry out the Scope of Work. Describe the anticipated interaction with the Tribe. Provide an outline of your anticipated schedule for completing activities proposed within the scope of work beginning with issuance of a Notice to Proceed.
5. Qualifications and Experience - This section shall contain the following:
 - Relevant information regarding previous experience related to the Project, including names and addresses of previous and existing clients (especially tribal and/or local governments); and
 - Prior experience in the design and delivery of projects funded by Federal and State Agencies for the benefit of a Tribal Government; and
 - Prior experience in conducting mid-size level workshops, conferences and meetings; and
 - The Respondent's experiences in the past five (5) years specifically related to the scope of work. These should be listed consecutively with the awarding and completion dates noted for each work effort. Each listed experience shall include the name(s) and telephone number(s) of the Respondent's project manager and the client's project manager. When listing sub-consultants, describe the listed

experience and the exact tasks that each performed.

6. List of Project Personnel - This list should include the identification of the contact person with primary project responsibility, the personnel proposed for this project, if any, and any supervisory personnel, including co-venture partners and/or sub-consultants (if any), and their individual areas of responsibility. The persons listed will be considered as committed to the project. A résumé for each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The résumés shall include at least two references from previous assignments.
7. Organization Chart/Proposed Project Team - An organization chart containing the names of all key personnel, joint venture partners (if any) and sub-consultants, if any, with titles and their specific task assignment for this contract shall be provided in this section.
8. Other Information - This section shall contain all other pertinent information regarding this submittal in the following order:
 - A. Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
 - B. Description of in-house resources for prime respondent (i.e., computer capabilities, software applications, and modeling programs, etc.);
 - C. Copy of valid DBE/DVBE/MBE/SBE/WBE certification certificates of listed firms to be utilized in this project for prime Respondent, co-venture partner(s), sub-consultants, and/or vendors.
9. Schedule of Rates – The Respondent shall provide one Schedule of Rates in a sealed envelope. Please include projected overall project cost and hourly rates of all team members assigned to this endeavor including those costs associated with sub-consultants or joint-venture partners. For email submission, include this info on a separate document.
10. Indian-Owned Preference - Firms or individuals claiming Indian-owned preference must complete the TERO contractor's questionnaire, available by request and on www.tolowa-nsn.gov.

RESPONSE EVALUATION CRITERIA

Submittals received by the Tribe will be evaluated according to the criteria listed below:

1. Conformance to the specified RESPONSE format;
2. Organization, presentation, and content of the RESPONSE;
3. Specialized experience and technical competence of the contractor, including principal firms, joint venture partners (if any), and subcontractors (if any) considering the types of service required including relevant work related to the Project Scope of Work;
4. The presence of a Project manager or team member having relevant experience to the Project;
5. Proposed approach, methodology and plan to provide the proposed services in a timely and competent manner;
6. Knowledge and understanding of the local environment and a local presence for interfacing with the Tribe;
7. A willingness to make meaningful wide-ranging subcontracting and employment opportunities available to all interested and qualified firms and individuals in the marketplace, as appropriate;
8. Financial stability of the Respondent, which can include annual financial reports or any such financial information that would indicate the financial condition of the firm;
9. Ability to meet the insurance requirements as stated in the "Other Information" section of this RFP unless the Tribe, at its sole discretion, decides to modify or waive the insurance requirements
10. If a responsive bid is received from at least one qualified Indian organization or Indian-owned economic enterprise and this bid is within 10 percent of the bid of the lowest responsible bidder, the contract will be awarded to the Indian organization or Indian-owned economic enterprise.
11. Respondents claiming Indian preference will be required to submit a completed questionnaire/statement to the Owner in accordance with the TERO Contractors Questionnaire.

SELECTION PROCESS

A Pre-Selection Committee will review the proposals and "short-list" the most qualified Respondents utilizing the evaluation criteria listed above. A Selection Committee will be formed to interview the short-list Respondents.

PRE-SUBMITTAL MEETING

None

PROJECT TIMELINE

The following timeline has been established for the RFP selection process:

- RFP Issued Tuesday, September 23, 2014
- Responses received by 1:00 p.m., Tuesday October 7, 2014
- Evaluate Proposals Wednesday, October 8, 2014
- Notification of Award Monday, October 13, 2014

RFP DEADLINE AND CONTACT INFORMATION

One (1) original and three (3) copies of the RESPONSE shall be delivered no later than 1:00 PM, Tuesday, October 7, 2014. If submitting by e-mail, send one (1) complete pdf document.

Tim Hoone, Grants and Contract Manager	Smith River Rancheria
(707) 487-9255 x1230	140 Rowdy Creek Road
tim.hoone@tolowa.com	Smith River, CA 95567

Incomplete Responses, incorrect information, or late Responses shall be cause for disqualification. Copies received by FAX shall **not** be deemed received.

REVIEW COMMITTEE

The review committee will be comprised of Tribe staff.

INCURRED COSTS

The Tribe shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the Tribe of any proposal by reason of any delay in the acceptance of a proposal.

ERRORS AND OMISSIONS

The Tribe shall not be held liable for any errors or omissions in any part of this RFP. While the Tribe has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive.

LICENSING AND REPORTING

Contractor must submit a completed Internal Revenue Service W-9 form for Tax purposes.

FINAL CONTRACT AGREEMENT

The Contractor selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document

RIGHT TO WITHDRAW RFP OR REJECT RFP RESPONSE(S)

Issuance of this RFP does not commit the Tribe to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The Tribe retains the right to reject any or all Responses for any reasons. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful Respondent.

Smith River Rancheria, 140 Rowdy Creek Road, Smith River, CA 95567 (707) 487-9255				
Contract Number	CT-XXXX-XXXX			
Contract Amount	\$0000000			
Vendor	Contractor Name			
Project	Project Title			
Purpose	Project Description			
Timeline	Start Date	Xx/xx/xxxx	End Date	Xx/xx/xxxx
Department(s)	Rancheria Department			
Fund	XXX			
Program	XXXX			
Activity	XXXX			
TERO Fee	Yes			

PROFESSIONAL SERVICES CONTRACT

This contract is made between the Smith River Rancheria (SRR), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as "Tribe", and **CONTRACTOR NAME AND ADDRESS** hereinafter referred to as "Contractor".

The Tribe and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby SRR will be provided certain services by:

Contractor: **CONTRACTOR NAME AND ADDRESS**
Employer ID#: _____

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials, and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: **Smith River Rancheria
140 Rowdy Creek Road
Smith River, CA. 95567**

Project Activities: **(Ok to attach a work scope as Attachment "A")**

Initial

Date

Contractor shall render such services conscientiously and shall devote his best efforts and abilities thereto, at such times during the term hereof, and in such manner as SRR and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by SRR, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total of _____ Dollars US (\$_____) for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against SRR for any amount in excess of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

SRR agrees to compensate the Contractor in a total amount not to exceed the maximum sum of _____ Dollars US with a 2.5% TERO Fee (Not To Exceed \$_____) withheld proportionality from each payment made to Contractor, inclusive of all costs and expenses, to be paid in progress payments as follows:

An initial payment of \$_____ shall be paid upon execution of this Agreement.

The balance of \$_____ shall be paid upon completion and acceptance by SRR.

OR

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by SRR of the deliverables identified in Attachment "A".

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit SRR's rights to have the Work properly performed by the Contractor, or limit SRR's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

Initial

Date

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than _____, 200_, and unless prevented by the unreasonable action of SRR or modification pursuant to Paragraph IX of this agreement, shall complete the Work by _____, 200_.

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of SRR nor is the Contractor or his/her employees or agents eligible to receive any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of SRR over the means and manner of performing work under this contract, subject only to the right of SRR to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that SRR shall have no duty with respect to the Contractor other than to provide the contract price set out in Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SRR and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to legal fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Tribe to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Smith River Rancheria Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Smith River Rancheria Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that SRR shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor and its subcontractors or other third parties. The Tribe may attach any reasonable condition or limitation to the employment of a subcontractor. SRR and Contractor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the Tribal Administrator. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

XII. Termination:

SRR may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph SRR shall send to the Contractor a written notice of such termination. SRR shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. SRR may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to SRR, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorney's Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by SRR or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the SRR Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the SRR Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of SRR or any of SRR's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. SRR shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of SRR in connection with this Agreement is the property of SRR.

XVII. Cost Assignment:

Activities completed under the contract will be charged to Fund: _____. Activity: _____, Program: _____.

XVIII. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to SRR, or may have the appearance of being of interest to SRR, Contractor shall promptly report such business activities to SRR. If Contractor wishes to be employed by any other agency, entity, or company, whether known to SRR, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to SRR.

XIX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of SRR. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

Initial

Date

XX. Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

Smith River Rancheria
Russ Crabtree
140 Rowdy Creek Road
Smith River, CA. 95567
Tel: 707.487.9255
Fax: 707.487.0930

[Company]
[Proprietor or Principal]
[Street Address]
[City, State, & Zip Code]
Tel:
Fax:

XXI. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

SMITH RIVER RANCHERIA

By: _____
Russ Crabtree, Tribal Administrator

_____ Date

By: _____
Kara Brundin Miller, Tribal Chairperson

_____ Date

CONTRACTOR *[Insert company name]*

By: _____

_____ Date

Title

Printed Name