

# **Tolowa Dee-ni' Nation**



## **REQUEST FOR PROPOSALS**

### **Strategic Planning Services**

**Response Due: January 26, 2017 at 5:00 PM**

Tolowa Dee-ni' Nation

140 Rowdy Creek Road

Smith River, CA 95567

707-487-9255

Released: December 16, 2016

## **REQUEST FOR PROPOSALS: 5 YEAR STRATEGIC PLAN**

The Tolowa Dee-ni' Nation ("Tribe") is a federally recognized Indian Tribe of Tolowa Indians located in Smith River, California. The Tolowa Dee-ni' Nation is headquartered adjacent to the Pacific Ocean in the far northwest tip of California and three miles south of the Oregon border. The Tribe's ancestral territory spans over 1,000 square miles, covering much of present-day Southwest Oregon and Northwest California. The Tribe's federally recognized service area are the 5 counties: Del Norte, Humboldt County in California; Curry, Coos, Josephine County in Oregon. Over 50% of the Tribe's 1,650+ members live in the 5-county area.

The Tribe provides a wide variety of services through governmental departments, including Housing, Community & Family Services, Natural Resources, Culture, & Headstart. The Tribe's businesses include a Casino, Hotel, Fuel Mart and the recent purchase of an RV Park and Resort. There are several existing community need assessments completed in recent years, including a Marine Plan, and a full housing assessment with needs, planning & design completed with community input earlier this year.

The Tolowa Dee-ni' Nation is soliciting proposals from qualified Consultants to engage with the Tribal Council, Staff, and Tribal Community in developing a 5 Year Strategic Plan. It is the intent of the Tribe to hire a qualified Consultant who is familiar with community & economic development within Native American Communities and has a demonstrated capacity to perform the tasks necessary to complete the project.

### **SCOPE OF WORK**

The Tribe issues this Request for Proposal (RFP) to facilitate tribal community engagement in developing a 5 Year Strategic Plan. It is expected that the successful Respondent's deliverables will include, but not necessarily be limited to, the following:

1. Identify the broad quality-of-life concerns and issues that impact community livability, and the Tribe's overall vision for the future.
2. Address and define the social, cultural, educational, environmental, political, financial and technical dynamics of community and economic development on and near Tribal lands
3. Receive the opinions and recommendations of the Tribal Citizenry, Tribal Council, and Tribal Staff about economic and community development strategies based on community-identified desired outcomes.

4. Create community and economic development strategies and quality-of-life initiatives.
5. Develop a detailed work plan and outline tasks required to successfully implement the strategic plan.

Details:

a. **Prepare** an overall timeline illustrating steps in the Strategic Planning Process.

b. **Needs Assessment:** The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review of available data, needs assessments, reports and existing department/program plans.
- Review of current Housing Needs Assessment
- Determine what additional data may be needed to best inform the strategic plan.
- Conduct survey(s), focus groups, and/or other strategies to collect information
- Summarize & report data collected, including raw data in appendix.

c. **Presentations** at community and public meetings and moderating discussions to gather community input on the community needs. This will include:

- An initial evening public meeting to explain the Strategic Planning process and present the timeline;
- Conduct 3-4 evening neighborhood meetings;
- Interviews and/or daytime focus group meetings with all stakeholders, including: Tribal Council, Department Directors & Staff, Community partners, to be determined.

d. **Prepare** summary of comments, conduct analysis and assess data gathered and develop 5-Year priority recommendations incorporating factual data and public input collected to support those recommendations.

e. **Develop** maps of key data elements such as income, housing, and tribal characteristics (working in partnership with Tribe's GIS department.)

f. **Preparation of 5 year Strategic Plan and 1-5 Year Detailed Work Plan**

- Assist the Tolowa Dee-ni' Nation in developing a draft 5 year Strategic Plan that includes clear goals, prioritized strategies, along with proposed accomplishments, performance measurements, potential costs, and potential funding to pursue.
- Develop a draft Fiscal Year 2018 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements

- Provide internal copies of the plan to core staff and Council for review and comment before plan is finalized and/or distributed to Tribal community.
- The draft plan for the Tribal community must be in a Word Document that is easily readable.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP). See below instructions for proposal & budget submission.

### **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 related to the development of a Multi-Year Strategic Plan in Tribal Communities
    - 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
  7. Organization Chart/Proposed Project Team - An organization chart containing the names of all key personnel with titles and their specific task assignment for this contract shall be provided in this section.
  8. Indian Preference – As appropriate, include documentation that the Consultant is Native American; a Native American Owned business; or employs key employees as defined under the Tolowa Dee-ni' Nation Tribal Employment Rights Ordinance (TERO); see "Contractor's Questionnaire" under TERO Department Resources on [www.tolowa-nsn.gov](http://www.tolowa-nsn.gov).

9. 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)
- B. Description of in-house resources for prime respondent (i.e., computer capabilities, software applications, and modeling programs, etc.)

10. 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.

**RFP DEADLINE AND CONTACT INFORMATION**

**One (1) original and one (1) electronic copy (pdf preferred) of the RESPONSE shall be delivered no later than 5:00 p.m. January 26, 2016 to:**

Elizabeth Wray, CEO  
(707) 487-9255, ext. 1220  
elizabeth.wray@tolowa-nsn.gov

Tolowa Dee-ni' Nation  
140 Rowdy Creek Road  
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.

Additional questions regarding the RFP? Contact Tim Hoone, Grants & Contracts Manager, [tim.hoone@tolowa.com](mailto:tim.hoone@tolowa.com). 707-487-9255, ext. 1230

**REVIEW COMMITTEE**

The review committee will be comprised of Tribal Council & Tribal Staff.

**TENTATIVE SCHEDULE**

Begin circulation of RFP to Consultants	Dec.16, 2016
Deadline to Submit Proposals	Jan. 26, 2017; 5:00pm
Evaluate Proposals for Short-Listing	Jan. 27 – Feb 3, 2017
Consultant Interviews ( <i>if necessary</i> ) & Selection	Feb. 8-10, 2017
Notify Consultant	Feb. 13, 2017

## **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.

## **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.

## **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.

**PROFESSIONAL SERVICES CONTRACT**

CT-xxxx-xxxx

This contract is made between the Tolowa Dee-ni’ Nation (TDN), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as “Tribe”,

The Tribe and the Contractor agree as follows:

**I. Purpose of Contract:**

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

Contractor:

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: Tolowa Dee-ni’ Nation  
140 Rowdy Creek Road  
Smith River, CA. 95567

Project Activities: **XXXXXXXXXXXXXXXX**

Contractor shall render such services conscientiously and shall devote his/her best efforts and abilities thereto, at such times during the term hereof, and in such manner as TDN 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 TDN, 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 not to exceed **XXX and 00/100 US Dollars/month (\$xxx/month)**, plus reasonable expenses incurred in the performance of services, including rental space for an RV, for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against TDN 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:**

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

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by TDN 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 TDN's rights to have the Work properly performed by the Contractor, or limit TDN'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.

**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 **Date** and unless prevented by the unreasonable action of TDN or modification pursuant to Paragraph IX of this agreement, shall complete the Work by **Date**

**VII. Independent Contract:**

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of TDN 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 TDN over the means and manner of performing work under this contract, subject only to the right of TDN 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 TDN 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 TDN and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's 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 Tolowa Dee-ni' Nation Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Tolowa Dee-ni' Nation Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that TDN 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. TDN 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 CEO. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

**XII. Termination:**

TDN 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 TDN shall send to the Contractor a written notice of such termination. TDN shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. TDN 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 TDN, 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 TDN or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the TDN Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the TDN 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 TDN or any of TDN'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. TDN 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 TDN in connection with this Agreement is the property of TDN.

**XVII. Cost Assignment:**

Activities completed under the contract will be charged to **Fund: xx; Program: xx Activity: xx**

**XVIII. Conflict of Interest:**

If Contractor becomes aware of any business activity that might reasonably be considered of interest to TDN, or may have the appearance of being of interest to TDN, Contractor shall promptly report such business activities to TDN. If Contractor wishes to be employed by any other agency, entity, or company, whether known to TDN, 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 TDN.

**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 TDN. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

**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:

	<b>Contractor</b>
Tolowa Dee-ni' Nation	
	x
140 Rowdy Creek Road	x
Smith River, CA 95567	Tel: x
Tel: 707.487.9255	Fax: x
Fax: 707.487.0930	

**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.

**Tolowa Dee-ni' Nation**

By: \_\_\_\_\_  
\_\_\_\_\_

Date

By: \_\_\_\_\_  
\_\_\_\_\_

Date

## Contractor

By: \_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name