



BUENA VISTA RANCHERIA
BAND OF ME-WUK INDIANS
1418 20TH STREET
SACRAMENTO, CA 95811
916-491-0011

Request for Proposal:

Contractual Duties for the

Western Stream Resiliency and Stormwater Control Project

Phase 1 – Planning and Design

RFP# : 10312023

SECTION 1. GENERAL INFORMATION

1.1 Significant Dates:

Posted Date: 10.20.2023
Deadline for Questions: 01.12.2024
Closing Time and Date: 01.19.2024

1.2 Description of Proposals Sought:

The BVR Natural Resources Department (NRD) is seeking contractual support for Phase 1 of a 2-phase restoration project known as the Western Stream Resiliency and Stormwater Control Project, which will address stormwater runoff and erosion issues identified on waters of the Buena Vista Rancheria.

1.3 About Buena Vista Rancheria Tribe:

The Buena Vista Rancheria of Me-Wuk Indians of California (Tribe) is a federally recognized Indian Tribe. The Tribe has been listed by the Secretary of the Interior as such since 1985. The Tribe currently has diversified facilities and land for development.

1.4 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Offerors approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 10 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Responders that deviate from the required format may be deemed non-responsive.

1.5 Completeness of Proposal

The Offeror must submit a completed Proposal signed by a Offeror representative authorized to bind the proposing Offeror contractually. The Offeror must identify on the form any exceptions the Offeror takes to the RFP or declare that there are no exceptions taken.

1.6 Response Date and Location

Proposals must be submitted no later than **5:30PM, PST, January 19th, 2024**. Proposals shall be submitted via an online portal: https://rfp.collective-strategies.com/buena-vista-tribe/bvr_10312023 . All proposals and accompanying documentation will become the property of the Tribe and will not be returned. Offerors accept all risks of late delivery.

1.7 Offeror's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Offeror and are not chargeable in any manner to the Tribe—no exceptions.

1.8 Site Visitations

A site visit is not required for this project. By submitting his/her proposal, the Offeror acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

SECTION 2. TERMS AND CONDITIONS

2.1 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to rfp@collective-strategies.com . Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribe.

All questions must be submitted no later than 5:00PM, PST, January 12th, 2024. All responses will be posted on the portal: https://rfp.collective-strategies.com/buena-vista-tribe/bvr_10312023 no later than 5:30 p.m. PST within 2 business days after receipt of the question.

2.2 RFP Amendments

The Tribe reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Tribe reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribe also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Offeror's responsibility to check the website: https://rfp.collective-strategies.com/buena-vista-tribe/bvr_10312023 for the issuance of any amendments prior to submitting a proposal response.

2.3 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 2.1, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.4 Rejection of Proposals

The Tribe reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribe.

2.5 Proposal Validity Period

Submission of a proposal will signify the Offeror's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Tribe and the successful Offeror.

2.6 Proposal Signatures

An authorized representative of the Offeror must sign proposals, with the Offeror's address and telephone information provided. Unsigned proposals will not be considered.

2.7 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Offeror shall become the property of the Tribe. The Tribe may provide the Offeror with a limited license to use such material.

2.8 Limitations on Costs and Expenses

The Offeror's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribe.

2.9 Dispute Resolution and Venue

The Tribe will require the selected Offeror to expressly consent to the jurisdiction of the Buena Vista Rancheria Tribal Court for any and all disputes that may arise from the Tribe engagement of the Offeror's services, including the application of tribal law.

2.10 Appropriated Funds

Any contract awarded pursuant to this RFP is subject to the Tribe's appropriation and budgetary process, which operates on a calendar fiscal year from January 1 - December 31. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.11 Indian Preference

The RFP is non-restricted, but Indian Preferences applies to the award of this contract in accordance with Regulations 24 CFR 1000.52, Section 7 (b) of the Indian Self Determination and Education Assistance Act U.S.C. 450 (b)

2.12 Debarment

Selected Offeror must sign a Certification Regarding Debarment and Suspension (See Attachment A).

2.13 Contract

The selected Offeror will be required to enter into the Buena Vista Rancheria Tribe's standard form contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribe. Any increase in contract price following execution of the contract requires a written modification to the term to continue.

2.14 Legal Review

All contracts and addendums to existing contracts must be reviewed by the Tribal Attorney before execution. The Tribal Attorney will review contractual obligations imposed on both parties of the contract. Generally, the Tribal Attorney will not review for subject matter; however, as Offerors may attempt to modify certain terms of the agreement in the scope of work, the Tribal Attorney will review the contract in its entirety and will address any issues and concerns. The Tribal Attorney may impose amendments and require changes to specific contract wording in order to adequately protect the Tribe.

SECTION 3. REQUESTED SERVICES

3.1 Project Approach

Buena Vista Rancheria seeks to protect cultural resources, including historical artifacts, living plants and animals, and waters that reside on the reservation land and within the project area while also meeting the requirements and needs of the project. The Tribal Historic Preservation Officer (THPO) will assess the area's site to determine constraints and specifications to the project designs.

3.2 Scope of Service

At the direction of the NRD and Water Program Coordinator, the contractor will identify:

- Permitting requirements assist the tribe in environmental permitting compliance.
- Conduct site assessments
- Design a stream restoration project that restores eroding stream banks that increase the form and function of the western stream to build resilience into the stream channel to tolerate peak flows from urban runoff during storm events.
- Additionally, the consultant will design stormwater control features (green stormwater infrastructure) on targeted sites that drain the Buena Vista Peaks Property to slow down stormwater runoff, prevent erosion, and increase native plants in the project area.

The Water Program Coordinator will work directly with the consultant to assess the project area and advise and review restoration planning and designs. The end product will include the following deliverables:

- Environmental planning/permitting requirements.
- Status of permit applications
- Stream restoration and stormwater control project designs are ready for implementation when implementation funds are awarded.

The Water Program Coordinator will coordinate between the contractor and the Tribe for tribal consultation to ensure the designs reflect BVR tribal knowledge interests and are protective of cultural resources.

The overall project design goals will:

- (1) Restore resilient hydrologic form and function to the western stream to tolerate increased urbanized stormwater runoff.
- (2) Restore eroding stream banks.
- (3) Use bioswales or other nature-based stormwater control features at targeted locations to collect, slow, and filter stormwater runoff.
- (4) Restore and enhance BVR culturally significant vegetation within the project area.

The land and waters are culturally significant to Buena Vista Rancheria, and the Tribe wishes the contractor to work respectfully with Buena Vista Rancheria staff and Project Managers to plan a project that integrates Tribal knowledge into the restoration design. The lead on this project is the Water Program Coordinator; however, additional BVR staff will be involved at various stages, including but not limited to the Chief Operations Officer, Tribal Historic Preservation Officer, and other NRD staff.

3.3 Scope of Work

Description of how your organization will accomplish the work based on the introduction and estimated scope of work (below). Please limit the scope or work to no more than two pages.

TASK 1: RESTORATION PROJECT SITE ASSESSMENT

- Conduct a site assessment with BVR NRD staff to tour and become familiar with the project area and site conditions.
- Conduct site assessments and collect site and project-specific data.
- Conduct or advise pre-project monitoring.

TASK 2: ENVIRONMENTAL PERMITTING

- Research restoration permitting needs for CEQA and NEPA compliance, inform and work with the tribe.
- Apply for or support the tribe in applying for needed permits.

TASK 3: CREATE RESTORATION DESIGNS

- Develop three restoration concepts for tribal NRD review.
- Create construction designs for the selected concept for the stream restoration site and stormwater control sites.
- Provide cost estimates for the construction designs.

V. DELIVERABLES

- Construction design for the western stream resilience and stormwater control project that is ready for implementation, including cost estimates for construction implementation.
- Environmental compliance document describing the NEPA and CEQA compliance activities and permits needed for the project. Describes the permit status of any permits being pursued. The document explains any permitting or regulatory exemptions.

3.4 Covid 19 Precautions

The Tribe anticipates the Contractor is practicing its own safety standards. The contractor is expected to use its internal policies and procedures to ensure health and safety in the workplace.

3.5 Deliverables

Completion of tasks outlined in Section III.

- Construction design for the western stream resilience and stormwater control project that is ready for implementation, including cost estimates for construction implementation.
- Environmental compliance document describing the NEPA and CEQA compliance activities and permits needed for the project. Describes the permit status of any permits being pursued. The document explains any permitting or regulatory exemptions.

3.6 Schedule / Timeline

The project design shall be completed 4 months after signing of contract agreement, extensions are feasible with 30-day notice

3.7 Cost Estimate

The project planning and designs shall not exceed \$50,000.

3.8 Invoices and Payment

The contractor will submit invoices to the Tribe for incurred cost, at a minimum, on a monthly basis during the project period. The invoices will be submitted to the Tribe either by paper mail or email to:

Buena Vista Rancheria of Me-Wuk Indians
Attn: Michael DeSpain
1418 20th Street Suite #200
Sacramento, CA 95811

emily@buenavistatribe.com and mike@buenavistatribe.com

3.9 Required Information

The Offeror's Proposal must include the following:

- A. Title Page. Show request for proposal (RFP) subject, name of proposer's firm or business, address, telephone and fax numbers, name of contact person, and date of submission.
- B. Transmittal Letter. A one page summary stating the Offeror's understanding of the work to be done and making a positive commitment to perform the work within the time period required.

- C. Table of Contents. A clear identification of the material by section and page number.
- D. Profile of the Offeror. Include background information on the firm or business, including the location of office(s).
- E. Approach. Provide a clear description of the Offeror's anticipated approach for providing these services and methodology for implementing the statement of work.
- F. Offeror Organization and Management. Show the team proposed for the work identified, including the identification of persons assigned to individual tasks, and, if applicable, the function and responsibilities for applicable major subcontractors.
- G. Statement of Qualifications:
 - Experience of Offeror: Provide a statement of the Offeror's experience conducting similar projects. Offerors must describe their Company's experience/expertise which is relevant to the proposed work.
 - Experience/Qualifications of Assigned Professionals: If applicable, provide resumes for the individuals who would likely be assigned to this work including education, licensing information, background, accomplishments, relevant continuing professional education and any other pertinent information for each of the key personnel to work on the project.
- H. Current Assignments. Provide a statement concerning the Offeror's ability to devote sufficient time and resources to this type of work in relation to existing or anticipated assignments of the Offeror.
- I. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the Offeror might have or encounter in providing these services to the Buena Vista Rancheria Tribe.
- J. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these Services.

SECTION 4. PROPOSAL EVALUATION

4.1 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Offeror's proposal meets the needs of the Tribe as described in the Offeror's response to each requirement listed in Section 3.8. In evaluating the proposals, the Tribe will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.2. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFP, fully completed, initiated or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.2 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribe may select a contract other than the one providing the lowest

cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

Evaluation will be based on the following criteria:

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-15)
- 2) Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed. (0-20)
- 3) Qualifications of Offeror (0-15)
- 4) Size and structure of Offeror and ability to maintain continuity of work (0-5)
- 5) Experience of Offeror in conducting projects; must also complete Attachments A&B (0- 15)
- 6) Qualifications and experience of staff to be assigned. Education, position in the Offeror, and years and types of experience will be considered (0-10)
- 7) Indian preference (0 – 10)
- 8) Cost (0-10)

Maximum Points: 100

4.3 Discussion Sessions

No in person meeting is needed and meeting with the Tribal Council is not required. A virtual meeting will be scheduled with directors and program staff.

4.4 Final Selection

The Selection Committee will formulate their recommendation for award of the contract, and final selection will be made by directors and program staff. Each Offeror submitting a response to this RFP will be notified in writing as to acceptance or rejection of their proposal. Release of notification letters shall be within thirty (30) days of the proposal submission date. Buena Vista Rancheria Tribe reserves the right to delay this action if it is deemed to be in the best interest of the Tribe.

4.5 Contract Award and Execution

The Tribe reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be initially submitted on the most favorable terms the Offeror can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Offeror's proposal response, as amended by agreement between the Tribe and the Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribe and the successful Offeror. Additionally, the Buena Vista Rancheria Tribe may verify the Offeror's representations appearing in the proposal. Failure of the Offeror to perform as represented may result in elimination of the Offeror from competition or in Contract cancellation or termination.

The apparent successful Offeror will be expected to enter into a contract with the Tribe. If a contract is not entered into within a reasonable time after selecting the proposal, the Tribe may elect to cancel the award or award the Contract to the next highest ranked Offeror. The Tribe shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs

prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribe may discuss with the selected Offeror offers for cost reduction and other elements of the Offeror's proposal. If the Tribe determines that it is unable to reach a contract satisfactory to the Tribe with the selected Offeror, then the Tribe will terminate discussions with the selected Offeror and proceed to the next Offeror in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribe will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribe reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribe and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribe and to temporarily or permanently abandon the procurement.