



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

### **Request for Proposal:**

WETLANDS INVENTORY, MONITORING, AND ASSESSMENT PROGRAM CONTRACTOR

WIMA\_02012022

## **SECTION 1. GENERAL INFORMATION**

### **1.1 Significant Dates:**

Posted Date: 02/01/2022  
Deadline for Questions: 02/25/2022  
Closing Time and Date: 03/04/2022

### **1.2 Description of Proposals Sought:**

Buena Vista Rancheria of Me-Wuk Indians (BVR) is a Federally Recognized Tribe with a 67.5-acre reservation located approximately 5-miles south of Ione, CA in southwestern Amador County. The tribe has been awarded a Wetland Program Development Grant from the US EPA. The purpose of this grant is to develop the tribe's Wetland Inventory, Monitoring, and Assessment Program (WIMA). Monitoring will focus on a 4.4-acre wetland complex within a 6.6-acre wetland preserve located on the reservation. The Consultant will assist BVR in developing and implementing a wetland hydrological monitoring program, whereby the consultant and BVR develop a monitoring strategy, install wetland monitoring equipment, and analyze and interpret baseline wetland hydrological data. Monitoring will include the installation of two groundwater monitoring wells, and soil irrometers within the 4.4-acre wetland. The lead on this project is the Environmental Technician (Wetlands/TEK) with support from the Water Program Coordinator; however, additional BVR staff will be involved at various stages including but not limited to the Chief Operations Officer (COO), Tribal Historic Preservation Officer (THPO), and the Tribal Facilities Manager.

The Tribe is requesting proposals from environmental consultants that wish to assist the Tribe in completing the project as described below in Section 3.

Please submit a brief proposal describing the following:

- How your organization will accomplish the work based on the description below (see Section III).
- A Timeline and cost estimate for completing the work based on a limited budget.
- Briefly describe your covid-19 precautions
- Describe any special needs or workplace requirements your organization has

### 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, March 4th, 2022**. Proposals shall be submitted via an online portal: [https://rfp.collective-strategies.com/buena-vista-tribe/WIMA\\_020122](https://rfp.collective-strategies.com/buena-vista-tribe/WIMA_020122). 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](mailto: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, February 25th, 2022. All responses will be posted on the portal: [https://rfp.collective-strategies.com/buena-vista-tribe/WIMA\\_020122](https://rfp.collective-strategies.com/buena-vista-tribe/WIMA_020122) 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 Tribe's [https://rfp.collective-strategies.com/buena-vista-tribe/WIMA\\_020122](https://rfp.collective-strategies.com/buena-vista-tribe/WIMA_020122) 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 1.6, 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 would like to approach this project in a way that protects 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 conduct a site assessment of the area to determine constraints and

specifications to the construction of groundwater wells and monitoring equipment. A cultural monitor may be assigned to observe ground disturbing activities if deemed necessary.

To protect and mitigate environmental resource impacts, BVR may require the use of Best Management Practices or BMPs to reduce potential impacts such as soil erosion or vegetation loss. Because the project site is within a wetland preserve, care must be taken when siting and constructing monitoring equipment/infrastructure to reduce impacts to wetland ecosystems. BVR project manager(s) and the Consultant will work together to reduce project impacts and determine necessary BMPs for the project.

### 3.2 Scope of Work

#### TASK 1: ASSIST TRIBE TO DEVELOP WETLAND HYDROLOGICAL MONITORING STRATEGY

- Meet with BVR project manager(s) to discuss goals of the project and monitoring design
- Review and provide feedback on BVR developed draft monitoring strategy for wetland hydrological data

#### TASK 2: INSTALL GROUNDWATER MONITORING EQUIPMENT

- Work with the BVR project manager(s) to determine best location for two groundwater monitoring wells within the 4.4-acre wetland
- Install two groundwater monitoring wells and piezometers within the 4.4-acre wetland
- Install BVR soil irrometers to track soil moisture in the 4.4-acre wetland

#### TASK 3: PROVIDE TECHNICAL ASSISTANCE TO COLLECT, ANALYZE, AND INTERPRET WETLAND HYDROLOGICAL DATA

- Work with BVR project manager(s) to collect groundwater and soil moisture data in the field according to monitoring strategy
- Analyze wetland hydrological data for baseline conditions and trends
- Ensure all data is transferred to the Tribe
- Complete annual report summarizing monitoring effort monitoring results

### 3.3 Covid 19 Precautions

Buena Vista Rancheria is practicing Covid-19 safety protocols including physical distancing, mask wearing while inside or in close proximity while outdoors, regular hand washing and/or sanitizing. The Tribe wishes to ensure safety of its project managers while working with the Contractor and Crews. The Tribe anticipates the Contractor is practicing its own safety standards and requests that the Contractor adhere to its Covid-19 safety and disinfecting policies while on Tribal land.

### 3.4 Deliverables

Completion of tasks outlined in Section III including the installation of two groundwater monitoring wells, soil irrometers, staff gauges, and data loggers. Technical assistance with analysis and interpretation of obtained hydrological data, and annual report at the end of the project period.

### 3.5 Schedule / Timeline

The grant funded project period spans from January 1, 2022 through June 30, 2023. BVR anticipates project completion and final reports prior to the June 30<sup>th</sup> deadline. BVR seeks to have a consultant contracted by March 31, 2022, and a kickoff meeting in April 2022 to begin completing this scope of work. The timeline is as follows

- April 2022 Start and Complete task 1
- May 2022 Start and Complete task 2
- June 2022 - May 2023 Start task 3: data collection and preliminary analysis
- June 2023 Complete Task 3 Final annual report of monitoring effort

### 3.6 Cost Estimate

The Project cost is limited to grant allocated funding. A subset of the budget is as follows:

Environmental consultant: \$15,000 for tasks outlined in Section 3.

Materials and supplies: \$7,100 (all materials for monitoring work will be purchased by the Tribe).

Please provide a cost estimate in your written proposal based on project costs needed to implement the project.

### 3.7 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 final invoice must be submitted to the Tribe no later than June 15, 2023, unless the Tribe has requested and received an extension, upon which the final invoice is due as determined in a project extension notification letter. The invoices will be submitted to the Tribe either by paper mail or email to:

Buena Vista Rancheria of Me-Wuk Indians  
Attn: Hannah Savage - Natural Resources Dept.  
1418 20<sup>th</sup> Street Suite #200  
Sacramento, CA 95811

[hannah@bvtribe.com](mailto:hannah@bvtribe.com) and cc: [emily@buenavistatribe.com](mailto:emily@buenavistatribe.com) and [mike@buenavistatribe.com](mailto:mike@buenavistatribe.com)

### 3.8 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 In-Person Discussion Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribe, without cost to the Tribe, to a discussion with the Buena Vista Rancheria Tribal Council, the managers of relevant tribal programs, and others invited to the Session to provide the Offeror the opportunity to demonstrate its services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The Discussion Session will be informal, as the Tribe is not interested in a sales presentation by Offeror but rather an interactive discussion; it is important that those key personnel identified by the Offeror to be assigned to the project will fully participate in the presentation and discussion.

#### 4.4 Final Selection

The Selection Committee will formulate their recommendation for award of the contract, which will be forwarded to the Buena Vista Rancheria Council for formal acceptance. 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.

**ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.**

A. The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror/any of its Principals-

(a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have ( ) have not ( ), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Offeror has ( ) has not ( ), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Offeror shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

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Authorized Signature

**ATTACHMENT B:  
CLIENT REFERENCES**

Client Reference # 1

Name of Entity :  
Mailing Address :  
(City/State/ZipCode) :  
Contact Name:  
Title :  
Phone Number :  
Email Address\_ :  
Date when work performed:  
Description of work performed:

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Client Reference # 2

Name of Entity :  
Mailing Address :  
(City/State/ZipCode) :  
Contact Name:  
Title :  
Phone Number :  
Email Address\_ :  
Date when work performed:  
Description of work performed:

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Client Reference # 3

Name of Entity :  
Mailing Address :  
(City/State/ZipCode) :  
Contact Name:  
Title :  
Phone Number :  
Email Address\_ :  
Date when work performed:  
Description of work performed: