

Chemehuevi Indian Tribe



Request for Proposal (RFP)

For

Pre-Disaster Mitigation Planning Consultant

Proposal Due Date

February 8, 2018

Requested By:

Chemehuevi Indian Tribe
Environmental Department
P.O Box 1976 (Mailing Address)
2000 Chemehuevi Trail (Physical Address)
Needles, CA 92363

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1. Schedule of Events

1.1 RFP Timeline

<u>RFP Finalization:</u>	December 21, 2018
<u>RFP Web Posting Date:</u>	January 4, 2018
<u>RFP Email Invitations:</u>	January 4, 2018
<u>Last Date for Questions and Request:</u>	February 4, 2018
<u>Proposal Due Date:</u>	February 8, 2018
<u>Proposal Evaluation Start:</u>	February 11, 2018
<u>Bid Evaluation End:</u>	February 15, 2018
<u>Notice of Award:</u>	February 18, 2018
<u>Contract Finalization:</u>	To Be Determined

2. General Information

2.1. Definitions

- 2.1.1. Bidder: An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 2.1.2. BPO: Blanket Purchase Order, good for 1 year only.
- 2.1.3. Contractor: an individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 2.1.4. MLD: Most Likely Descendent
- 2.1.5. OC: Outreach Coordinator
- 2.1.6. PDM: Pre-Disaster Mitigation
- 2.1.7. PO: Purchase Order
- 2.1.8. RFP: Request for Proposals
- 2.1.9. TERO: Tribal Employment Rights Office
- 2.1.10. CIT or Tribe: Chemehuevi Indian Tribe, a Domestic Sovereign Entity

2.2 Tribal Background

2.2.1. As part of the Great Basin Culture Area, the Chemehuevi a branch of the Southern Paiute, have been persistent occupants of the Mojave Desert. Known to themselves as Nuwu, (The People) they have been nomadic residents of the Mojave Desert's mountains and canyons and the Colorado River shoreline for thousands of years.

In 1853, the people lost their traditional lands when the Federal government declared them public domain. Hostilities with the neighboring Mojave scattered the people now numbering no more than a few hundred people. By 1885 they had reunited in the Chemehuevi Valley. Elders their first discovery of siwa'vaats as roadrunners racing down the valley to a forest of mesquite, their pods bursting with sweet beans.

Federal authorities established the Chemehuevi Valley Reservation in 1907. This protected some 36,000 acres of Chemehuevi homeland. But the Tribal members were soon relocated to the Parker area, and their status as a tribe was taken away. With 1929 came the formation of the Metropolitan Water District, and, in 1935, Congress authorized the acquisition of as much of the reservation as necessary for the Parker Dam Project. In 1940, the flood gates closed and nearly 8000 acres of traditional Nuwuvi lands drowned.

From the early 1940's, a persistent desire for recognition and self-determination fueled the struggle to achieve Federal recognition. Thirty years later, the Nüwü were formally reinstated as the Chemehuevi Tribe on June 5, 1970. Nuwuvi Days, the first Friday in June, recognizes the long struggle to return home and honor those who fought for it.

Today, the Reservation comprises approximately 32,000 acres of trust land that includes thirty miles of Colorado River frontage.

2.3 Public Notice and Contractor Invitation

2.3.1. Reference (public notice) To this RFP shall be posted on the following websites:

2.3.1.1. www.chemehuevi.net RFP available at this site.

2.3.1.2. The RFP is available on the Environmental Department page of the Website.

2.4 Last Date for Questions or Request

2.4.1. The last day to submit a question or request in regards to this RFP is at 12:00 PM on **February 4, 2018**. Any questions or request asked after this date and time will not be addressed.

2.4.2. Bidders are required to submit all questions or request in writing.

2.4.2.1. Questions shall be responded to within three working days.

2.4.3. Oral Responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder.

2.4.3.1. All questions and responses will be made public to all bidders.

2.4.3.2. The source of the question (Bidder) will be excluded.

2.5 RFP Contact Information

2.5.1. Restrictions on Communications

2.5.1.1. From the issue date of the RFP until a contractor is selected and the award is announced, Proposers are not allowed to communicate for any reason with any Chemehuevi staff or Tribal member except: 1) through the RFP Administrator named herein or the Procurement Director 2) at the Pre-Proposal Conference, if applicable or 3) as provided by existing

work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Lex Koscielak, Environmental Specialist
Email: ast.dir.epa@cit-nsn.gov
Telephone: 760-858-1140
Mail: Chemehuevi Environmental Department
P.O. Box 1976, Needles, CA 92363
Attn: Lex Koscielak

2.6 RFP Amendment

2.6.1. The Tribe reserves the right to allow an amendment to the contract. However, this contract may be amended only upon written agreement between the Tribe and Vendor, however, any amendment of the contract that conflicts with the agreements of the Tribe shall be void ab initio.

3. Scope of Work

3.1. Qualifications

3.1.1. Consultant must have knowledge of emergency management and related directives, policies, regulations, procedures, and methods.

3.1.2. Collaborate with and foster relationships between Federal, State, Local, Tribal, nongovernmental organizations, and private sector and their response mechanisms and authorities in informing and completing a Triba Pre-Disaster Mitigation Plan for Chemehuevi Indian Tribe, including:

3.1.2.1. Researching and reviewing mitigation regulations and guidance documents and interpreting the laws, regulations and policies applicable.

3.1.2.2. Developing and implementing mitigation standards, regulations, practices, procedures to identify, minimize or eliminate hazards and reduce loss of life, environment (including cultural resources) and property.

3.1.2.3. Conducting research and analysis of mitigation program execution, to include identification of areas requiring development of new procedures or modified policy guidance and physical construction.

3.1.2.4. Preparing recommendations to address areas where there are gaps precluding effective and efficient program execution.

3.1.2.5. Working with Environmental Department staff, Outreach Coordinator (OC), to facilitate communication with the Tribal Community.

3.1.2.6. Developing multi-hazard mitigation guidance that focuses on creating disaster resilient communities to reduce loss of life, environment (including cultural resources) and property.

3.1.2.7. Performing technical writing functions as well as being present to answer technical questions when needed at Tribal Council / public meetings, committees and working groups.

3.1.2.8. GIS / HAZMAT ability is required when documenting vulnerabilities including cultural resource.

3.2 Required Activities and Timeframe

3.2.1. The following are the activities in which the Planning Consultant and the Environmental Department staff will find necessary to perform in developing the PDM Plan for CIT. Each activity below should take no more that 0 and 3 months to complete in order to comply with grant performance period:

3.2.1.1. Establish a working relationship with the Havasu Lake Emergency Planning (HLEP) group. They will act as the PDM Planning Team.

3.2.1.2. Work with the OC to promote awareness and importance of mitigation planning to all Tribal Departments.

3.2.1.3. Perform meetings with the following non-Tribal agencies to solicit input, increase participation and gain community support in the development of the Pre-Disaster Mitigation Plan. Utilizing the guidance provided by the “Local Mitigation Planning Handbook,” the PDM Consultant / Outreach Coordinator will reach out the following community agencies / entities in San Bernardino County to determine technical expertise and seek participation in the planning team.

3.2.1.3.1. Law Enforcement Agencies: Sheriff Department

3.2.1.3.2. District Attorney’s Office

3.2.1.3.3. County Fire Department

3.2.1.3.4. County Department of Emergency Management

3.2.1.3.5. Public Works

3.2.1.4. The following State of California resources will be contacted by the PDM Consultant / Outreach Coordinator and encouraged to provide technical expertise and/or participation in the planning team.

- 3.2.1.4.1.** Center for Engineering Strong Motion Data (Earthquake Data)
- 3.2.1.4.2.** Governor’s Office of Emergency Services
- 3.2.1.4.3.** Senior Emergency Services Coordinator: LEPC
- 3.2.1.4.4.** Cal Fire Agency
- 3.2.1.4.5.** Department of Health
- 3.2.1.4.6.** Department of Water Resources
- 3.2.1.4.7.** Department of Transportation

3.2.1.5. The following Federal Entities will be contacted and encouraged to provide technical expertise and/or participation on the PDM Team.

- 3.2.1.5.1.** FEMA
 - 3.2.1.5.1.1.** National Tribal Affairs Advisor
 - 3.2.1.5.1.2.** Region IX
 - 3.2.1.5.1.2.1.** Tribal Liaison
 - 3.2.1.5.1.2.2.** Mitigation Specialist
- 3.2.1.5.2.** Bureau of Indian Affairs
- 3.2.1.5.3.** U.S. Department of Transportation
- 3.2.1.5.4.** U.S. Department of Agriculture
- 3.2.1.5.5.** U.S. Army Corps of Engineers
- 3.2.1.5.6.** National Weather Service
- 3.2.1.5.7.** U.S. Bureau of Reclamation

3.2.1.6. The Following Commercial Entities will be contacted and encouraged to provide information and/or participate on the PDM Team.

- 3.2.1.6.1.** Havasu Landing Casino
- 3.2.1.6.2.** Havasu Landing Resort

3.2.1.7. Others identified in the initial meeting of technical supporters or during associated startup meetings will also be contacted.

3.2.1.8. Historic Research

- 3.2.1.8.1.** Inform the OC of what information is needed from elders so that it can be gathered.
- 3.2.1.8.2.** Research news papers and Tribal news letters
- 3.2.1.8.3.** Review State of California Hazard Mitigation Plan
- 3.2.1.8.4.** Review neighboring Tribal Hazard Mitigation Plans
- 3.2.1.8.5.** Request information from San Bernardino County Emergency Response personnel regarding historic natural hazard experiences on or near the CIT Reservation.

3.2.1.8.6. Work with OC to distribute and analyze community previous experience using Household Natural Hazards Preparedness Questionnaire found in FEMA 386-1 Appendix D

3.2.1.8.7. Develop disaster models using FEMA’s HAZUZ-MH software

3.2.1.9. Public Involvement

3.2.1.9.1. Work with OC to schedule public meetings with residents of the CIT reservation and the surrounding community.

3.2.1.9.2. Use Tribal newsletter and traditional public notices to inform public of initial public meeting and volunteer opportunity for development of Pre-Disaster Mitigation Plan.

3.2.1.9.3. Meeting to be attended by PDM planning team.

3.2.1.9.4. Provide overview of planning efforts and request public feedback on planning, teams, process, and those that should be involved. Document meeting input.

3.2.1.9.5. All Mitigation Team minutes will be published and available at the Tribal Environmental Department.

3.2.1.9.6. Bi-annual written PDM plan Progress report will be provided to the Chemehuevi Indian Tribe’s Governmental Administration with an Executive Summary Presentation to the Tribal Council. The report will be made available to the CIT and will be published annually in the Tribal Newsletter.

3.2.1.10. Identification of Hazards

3.2.1.10.1. Create a FEMA compliant Hazard Mitigation Risk Assessment.

3.2.1.10.2. Review existing identified hazards.

3.2.1.10.3. Review and analyze elder and public comments

3.2.1.10.4. Document in a timeline by location, intensity, hazard type and historic occurrence.

3.2.1.11. Develop Risk / Vulnerability Assessment

3.2.1.11.1. Identify vulnerable locations and document Tribal culturally sensitive areas in GIS.

3.2.1.11.2. Identify likelihood of hazard

3.2.1.11.3. Identify intensity or extent of hazard

3.2.1.11.4. Identify economic, environmental and social impacts of hazard

3.2.1.11.5. Review State goals to determine if applicable to the needs of the Chemehuevi Indian Tribe.

3.2.1.11.6. Use FEMA HAZUS-US disaster modeling software for flood and earthquake analysis.

- 3.2.1.11.7.** Use FEMA Regional Tribal Liaison guidance and resources
- 3.2.1.11.8.** Use State of California State Hazard Mitigation Officer guidance and resources.
- 3.2.1.11.9.** Use State of California State Floodplain Manager guidance and resources.
- 3.2.1.11.10.** Analyze and summarize community survey information to determine priorities.
- 3.2.1.11.11.** Develop loss estimation with best available data.
- 3.2.1.11.12.** Determine replacement cost for Tribal buildings and infrastructure.
- 3.2.1.11.13.** Analyze floodplain for potential ‘Floodplain Management Program’
- 3.2.1.11.14.** Develop Predictive loss estimation map for community / public / Tribal comment.
- 3.2.1.11.15.** Develop ongoing list of problems and comprehensive statement for each.

3.2.1.12. Process of Implementing Mitigation Strategy and Goals

- 3.2.1.12.1.** Develop achievable goal, objective and action statements
- 3.2.1.12.2.** Develop applicable projects
- 3.2.1.12.3.** Use agreed upon system to prioritize actions that were determined from community questionnaire.
- 3.2.1.12.4.** Review existing community plans
 - 3.2.1.12.4.1.** Develop mitigation strategies to mitigate disasters for future development.
- 3.2.1.12.5.** Examine applicable or existing tribal building codes for relevancy and adoption.
- 3.2.1.12.6.** Examine zoning codes for possible adoption
- 3.2.1.12.7.** Work with OC to increase public awareness and education
- 3.2.1.12.8.** Establish an maintain collaborative partnerships with outside non-Tribal and Tribal entities.
- 3.2.1.12.9.** Public comment period
- 3.2.1.12.10.** Determine funding streams for sustainability of mitigation plan and projects.

3.2.1.14. Process for Plan Maintenance

- 3.2.1.14.1.** Development and adoption of method and schedule for monitoring, evaluating, and updating the plan at least every 5 years.
 - 3.2.1.14.1.1** The PDM Planning Team will identify how, when and by whom the plan will be updated and evaluated on an annual basis once every five years and after a hazard occurrence.

3.2.1.14.2. Tribal Council resolution adopting PDM Plan incorporating mitigation strategies into existing planning mechanisms.

3.2.1.14.3. Continued opportunity for public comment as required throughout the plan maintenance process.

3.2.1.13. Process of Plan Adoption

3.2.1.13.1. Determine plan maintenance and project implementation team.

3.2.1.13.2. Determine specific task, processes and results

3.2.1.13.3. Assign leadership based on task

3.2.1.13.4. Identify resources

3.2.1.13.5. Prioritized adoption steps

3.2.1.13.6. allow for public comment (minimum of 30 days)

3.2.1.13.7. Complete draft plan

3.2.1.13.8. Obtain consensus from PDM Planning Team

3.2.1.13.9. Submit completed PDM Plan to FEMA Region IX Office for approval in compliance with submission guidelines.

3.2.1.13.10. Once “Approval Pending Adoption” letter is received, Team leader shall follow through with the next steps.

3.2.1.13.11. If plan is returned “Unapproved” Team Leader shall contact FEMA Region IX to formally request technical assistance with elements deemed unsatisfactory.

3.2.1.13.12. Team leader and Contactor will follow through with instructions from FEMA Region IX to correct and re-submit plan for approval.

3.2.1.13.13. Re-submit for public comment period within 30 days.

3.2.1.13.14. Formal adoption by the Chemehuevi Indian Tribe Council via a resolution with guidance from “Tribal Multi-Hazard Mitigation Planning Guidance” sample Tribal Adoption Resolution.

3.2.2. Insurance Requirements

3.2.2.1. The following are the insurance requirements which will be included in the contract executed based on this RFP.

3.2.2.1.1. Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

3.3 Commitment

3.3.1. A plan must be approved by March 2021, but is not expected to take more than 1.5 years from date of contract approval.

3.4 Materials and Deliverables

3.4.1. All materials required to complete this RFP shall be the responsibility of the contractor.

3.4.2. All reports must be submitted to Planning Manager.

3.5 Proposal Format

3.5.1. In order to facility the evaluation of proposal and allow the best comparisons each proposal must include the following information presented in the order and format shown below: (All components and information are required)

3.5.1.1. Title Page: Please state **RFP response for CIT PDM**. State your name and/or the business name including; address, telephone number, fax number, email address, name of contact person, and name of person with authority to sign agreements. Please place the date on your proposal. CIT will not be responsible for any change in this information unless notification in writing is received.

3.5.1.2. Cover Letter: Please provide a one or two page letter stating your understanding of the work to be done and making a positive commitment to perform the work with-in the time period required. A Principle or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

3.5.1.3 Table of Contents: If proposal contains more than ten (10) pages please provide a clear identification of sections and documents in the proposal listed by page number.

3.5.1.4. Profile: Please include if applicable, the number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm including capability to fulfill the specifics of the project (ie. Staff, equipment, workload, ect.) Upon request, provide financial information which may include financial statements, audits, and other information sufficient for CIT to determine the stability of your business.

3.5.1.5. Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.

3.5.1.5.1. Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will compete the tasks and work identified. Subcontractors must be included if any will

be used on the project and tasks or work to be performed by the subcontractors must be stated.

3.5.1.6. Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and key personnel please provide: resume including; education, background, accomplishments, and other pertinent information. If There are no key personnel, employees, or subcontractors then please just state information requested about yourself and your business. Please include a list of successful awards you have attained as well as a list of funding agencies you have worked with.

3.5.1.7. Specialized or specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project; i.e. experience working with Government agencies, American Indian Tribal Governments, or Tribal Organizations.

3.5.1.8. An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. Submit W-9 – form may be downloaded and printed form the IRS website: www.irs.gov

3.5.2. Cost Proposal

3.5.2.1. The award ceiling is \$90,000.

3.5.2.2. Please state the total dollar amount you will not exceed for completing these services and an hourly rate. This rate must be all-inclusive of any/all related fees, including but not limited to; travel fees, mileage, training cost, registration fees, lodging fees. Please provide as much detail as you believe will assist in evaluation of your proposal. A detailed itemized cost statement must be submitted.

3.5.2.3. CIT will not be liable for any cost incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP.

3.6 Independent Contractor

3.6.1. Contractor is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairman.

3.6.2. Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Contractor or its employees. Contractor understands that it is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.

3.6.3. Contractor and contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Contractor or Contractor's employees.

4. Confidential Information

4.1 Obligation of Confidentiality

4.1.1. In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Contractor agrees that Contractor and Contractor's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization of the Tribal Chairman, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

4.2. Definition of "Confidential Information"

4.2.1. "Confidential Information" shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier list, databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information of proprietary aspects of the business of the Tribe. All information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, shall be presumed to be Confidential Information.

4.3. Property of the Tribe

4.3.1. Contractor agrees that all plans, manuals and specific materials developed by the Contractor on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of the Agreement, or upon the request of the Tribe, Contractor shall return to the Tribe all documents and tangible items, including samples, provided to Contractor or created by Contractor for use in connection with services to be rendered

hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

5. Method of Payment

5.1. Purchase Order Issuance

5.1.1. Upon award of this RFP, Contractor shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regards to this RFP.

5.2. Payment

5.2.1. Payment and Submission of Invoices

5.2.1.1. Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both the Tribe and Contractor.

5.2.1.2. Expenditures under agreements awarded pursuant to the RFP must be invoiced and supported by documentation.

5.2.1.3. The Contractor must submit each invoice in sufficient detail to document the project's progress, including any applicable attachments, attendance logs and work logs.

5.2.1.4. No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by CIT.

5.2.1.5. Invoices may not be accepted on more frequent intervals than twice a month and once per month. Invoices requesting payment will be prepared and submitted and contain the following information; Agreement number, description of services, time spent on each task and total cost for services.

5.2.1.6. Invoices are to be reviewed and approved by the Planning Manager.

5.2.1.7. Contractor shall be paid within 30 days (Net 30) of the Tribe's receipt of approved invoice.

5.2.2. Remit to Address:

Chemehuevi Environmental Department
P.O. Box 1976, Needles, CA 92363
Attn: Lex Koscielak (PO#_____)

5.2.3. Invoice Format:

5.2.3.1. Project Name: Pre-Disaster Mitigation Planning Consultant

- 5.2.3.2. Purchase Order Number: (To be issued upon award of RFP)
- 5.2.3.3. PDM RFP and Contract Number must be on invoice.

5.3 Delivery of Proposal

5.3.1. Proposals should be sent to:

5.3.1.1. By Mail, Email, or Hand Delivery. Contractor will be notified via email once their proposal has been received. If you do not receive confirmation that your proposal has been received please contact the POC for this RFP to confirm.

US Mail: Chemehuevi Environmental Department
P.O. Box 1976, Needles, CA 92363
Attn: Lex Koscielak, PDM Proposal

Express Mail/
Hand Delivery: Chemehuevi Environmental Department
2000 Chemehuevi Trail, Needles, CA 92363
Attn: Lex Koscielak, PDM Proposal

Email: ast.dir.epa@cit-nsn.gov
CC: dir.epa@cit-nsn.gov
Subject: (Company Name) PDM Proposal
Please attach a PDF file of your Proposal

Any submission received after the due date and time will not be evaluated.

6. Evaluation Procedures

6.1. Evaluation Criteria

6.1.1. Evaluation Team – The evaluation team shall be composed of three representatives from the CIT. The evaluation team shall be charged to review the proposals and select a vendor for this RFP.

6.1.1.1 Evaluations will be based on overall services, qualifications and cost presented in the proposal.

6.1.1.2. An interview/presentation may be conducted with a person or business submitting a proposal selected as finalist to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the CIT Environmental Department.

6.1.2. Award

6.1.2.1. Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements of the RFP and offers the best value to CIT. An award will be made on a competitive basis based on a 200 point distribution system.

The 200 points will be distributed based on the following table:

Grading Criteria	Points	%
<i>Cost/Price</i>	50	25%
<i>Experience working with Native American Tribes and within indigenous communities.</i>	50	25%
<i>Qualifications / Credentials</i>	30	15%
<i>Service and past performance / Experience</i>	30	15%
<i>Schedule and ability to meet deadlines and operational requirements as requested / flexibility.</i>	30	15%
<i>Indian Preference</i>	10	5%
Total	200	100%

6.1.3. Indian Preference and Employment Training

- 6.1.3.1.** This RFP is open to all qualified applicants.
- 6.1.3.2.** Indian Preference – the contractor is a Tribal organization or an Indian-Owned Economic Enterprise with not less than fifty-one percent (51%) Native American Ownership.
- 6.1.3.3.** Bids no more that Five (5) percent higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.
- 6.1.3.4.** CIT encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

6.1.4. Discussions and Best and Final Offer

- 6.1.4.1.** Acceptance of Proposal – The Tribe may, at is sole discretion, either accept an Applicant’s initial Proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration
- 6.1.4.2.** The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed \$90,000. CIT reserves the right to reject any and all bids. The decision of CIT shall be final and not subject to appeal.

6.1.5. Negotiations

6.1.5.1. Disclaimer – Provisions not addressed by this RFP will be negotiated with the Contractor once an award has been made.

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