

REQUEST FOR PROPOSALS FOR TRIBAL PROJECT MANAGEMENT SERVICES
Native American Lands Environmental Mitigation Program,
Western Lake Superior Munitions Dumping Investigation

Red Cliff Band of Lake Superior Chippewa Indians
88385 Pike Rd.
Bayfield, WI 54814

Proposal Contacts:

Tim Funk, Red Cliff Tribal Planning
715-779-3700
tribalplanner@redcliff-nsn.gov

Laura Armagost, CWA Sec. 106 Coordinator
715-779-3650
larmagost@redcliff-nsn.gov

Project Background:

The ultimate purpose of the investigation is to determine if 1,449 barrels deposited in Lake Superior by the US Army between 1959 and 1962, and the 400 tons of crates deposited in Lake Superior by the US Army in 1945, pose a threat to human health or the aquatic ecosystem.

The Tribe's efforts are being funded by the U.S. Department of Defense's Native American Lands Environmental Mitigation Program (NALEMP) under a cooperative agreement administered by the United States Army Corps of Engineers (USACE).

The project is being completed in phases and the first major phase of implementation is now commencing. During this phase, geophysical site data will be collected and analyzed by a contracted environmental/technical services firm. The general purpose of this stage is to obtain more precise information on location and condition of dumped materials, and this will be accomplished by sonar scanning of a 5 x 22 square mile area of the lake located within 10 miles of shore along a stretch between Duluth and Two Harbors.

Future phases of the project may involve retrieval and analysis of water, sediments, and/or dumped materials. Sampling and assessment will be done in accordance with applicable environmental, technical, and compliance standards, including Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), EPA Risk Assessment Guidance for Superfund Sites, DoD / USACE engineering standards, and others.

The communication among Tribes, governments, agencies, and other entities with a stake in the lake health is a priority, and so this stage of the project will also see increased effort to educate and solicit input.

A more detailed description of the project and work products are available from:

http://redcliff-nsn.gov/departments/EPA/epa.htm

...under the links titled "NALEMP" and/or "Barrels Project."

General Instructions and Conditions of Submittal

By submission of a signed proposal in response to this RFP, the offeror certifies s/he understands and shall abide by the following:

1. Ten (10) paper copies and an emailed copy of the proposal shall be submitted to the attention of: NALEMP TRIBAL PM to the Tribe's address and emailed to the Tribal project contacts, all listed above. Review of proposals will begin Wednesday June 11, 2008 and submittals will be accepted thereafter until a contract is signed or the RFP is cancelled.
2. Acceptance of proposal:
 - a. Any contract award is subject to administrative review and final approval by the Tribal Council pursuant to the terms of applicable procurement policies.
 - b. The Tribe reserves the right to: reject any and all proposals and to waive informalities if, at its discretion, the interests of the Tribe will be served thereby; accept other than the lowest cost proposal, and to negotiate the specified dollar amount, or any portion of that amount; to negotiate contract changes following the award; cancel this RFP in writing to any offeror; and stop the project at any point if it is in the best interest of the Tribe provided that fair compensation is provided for work properly completed to the point that a stop-work order is issued.
 - c. Costs and time spent associated with proposal preparation and submittal shall not be reimbursable.
 - d. No offeror shall have a right to make a claim against the Tribe in the event the Tribe accepts a proposal or does not accept any proposals.
 - e. Primary considerations for evaluation of proposals are: evidence of understanding of the project issues and conditions; education or training; description of relevant knowledge, experience and skills; sample work product; performance at interview; and proposed contract costs.
3. Quality and compliance: Work performed and plans produced will conform to highest professional standards and will comply with all tribal, state, federal and local laws and any requirements of relevant funding agencies.
4. Nothing in this proposal shall be deemed as a waiver of sovereign immunity by the Red Cliff Band of Lake Superior Chippewa.
5. Nothing contained in this proposal shall be construed as creating an employer/employee relationship, principal-agent, partnership or joint venture arrangement between the parties; the offeror shall have no authority to bind the Tribe in any manner whatsoever unless by express written permission of a duly authorized representative of the Tribe.
6. The offeror shall possess valid drivers license; the offeror shall not be under investigation for bankruptcy, criminal misconduct, or professional malfeasance.

7. The offeror shall ensure compliance with the instructions, conditions, and information requested herein as well as any reasonable request of the Tribe for clarification or further information. Failure to do so will result in disqualification.
8. A contract shall be required to commence services.
9. Questions regarding the project and this RFP may be directed to the contacts listed above.

Scope of Services:

Scope of services, including ESTIMATED time commitments, is included as **ATTACHMENT A.**

Content of Proposals:

1. Description of firm and or resumés / vitae of key individuals.
2. Description of experience in risk assessment, remediation, environmental management, public facilitation, applicable laws, or any other requested services.
3. Description of approach to environmental management and to public issues and conflict.
4. Sample written work product of at least 500 words of narrative required. Optional additional samples may include: presentations, press releases, project plans, budgets etc. Selected offerors shall be required to give a 15 minute presentation to an assembled group.
5. Provide at least three references and their contact information.
6. Proposed Fees: Contracted services will be compensated on an HOURLY PLUS EXPENSES BASIS.
 - a. Offeror shall specify hourly rates, which may vary by Attachment A task groupings and offeror's staffing plan. Hourly rates, rates for reimbursable expenses, and other proposed provisions of payment are to be submitted in **ATTACHMENT B.**
 - b. *Offerors may submit proposals for all or a portion of Attachment A contract tasks. Such proposals shall specify proposed tasks/hours in addition to rates and expenses in Attachment B.*
7. Provide any comments on task lists and deliverables, and list any deviations from the RFP.
8. Signature page, including: name of firm and/or name of principal/individual, signature of principal/individual, contact information, date of submittal, and the following certified statement: "the attached proposal has been arrived at independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other

vendor of services, materials, supplies, or equipment described in the request for proposal so as to limit competition.”

###

ATTACHMENT A – SCOPE OF SERVICES

REQUEST FOR PROPOSALS FOR TRIBAL PROJECT MANAGEMENT SERVICES

Native American Lands Environmental Mitigation Program,
Western Lake Superior Munitions Dumping Investigation

ATTACHMENT A – SCOPE OF SERVICES

Summary of Needed Services :

The Red Cliff Band of Lake Superior Chippewa seeks an individual or firm to:

1. manage implementation of the cooperative agreement (CA) between USACE and the Tribe;
2. monitor activities of the contracted environmental/technical consultant(s), and thoroughly understand applicable regulations, methods, and work plans;
3. facilitate understanding and oversight of all aspects of the project by the Red Cliff Tribal Council, Tribal Administration, the Council's appointed study committee, and

the Tribal membership (primarily meetings facilitation, logistics, etc for the study committee, known as the NRDA committee);

4. manage media relations and conduct a project stakeholder relations campaign in compliance with federal laws and with respect to local needs;
5. further research, develop and implement strategic project plans, budgets, and funding proposals.

Project duration and ESTIMATED workload:

- General terms of the USACE cooperative agreement will be discussed with an offeror upon selection for contract negotiation.
- Environmental/technical data collection and analysis oversight will occur primarily for the period from June 2008 to late December 2008.
- CA administration, Tribal facilitation, stakeholder & media relations, and project planning/funding tasks will begin in June 2008 and MAY continue through September 2009 and beyond based on contractor performance, project outcomes and funding.

- Current workload projections, **subject to change.**

Time period	% FTE estimated
6/16/08 to 12/31/08	64%
12/31/08 to 9/30/09 and ??	20% ??

ATTACHMENT A – SCOPE OF SERVICES

The following is a TENTATIVE list of TASK GROUPINGS, TASKS, and time factors for activities through December 31, 2008. ***Tribal staff will dedicate hours to the project in amounts which depend on contractor performance and staffing capacity. ***

ITEM	TASK	Factors			Hours	Description of Factors
L1	> Coordination and Oversight					
1	> Mobilization					
1.01	learn Tribal organization and project history; become fully versed in the RI/FS work plan, federal remediation laws, the CERCLA process, EPA risk assessment, etc.	4	14		56	hrs/day * initial days
2	> NRDA - local facilitation (leadership tasks only; clerical tasks in Group C below)					
2.01	facilitate REGULAR activities of the NRDA Committee. Develop content; lead discussions; research member questions.	1	6	3.5	21	mtgs/mo * months * hrs/mtg
2.02	develop/facilitate/attend SPECIAL activities of NRDA; trips, trainings, ceremonies, etc.	3	16		48	events * hrs/event
2.03	NRDA incidentals	1	24		24	hrs/wk * weeks
3	> Cooperative Agreement Admin: (meet deliverables and reporting requirements under the CA; monitor progress and performance of the environmental consultant via regular communications and on-site visits; serve as the main point of contact between the Tribe/					
3.01	SPIP updates, including more detailed Tribal-side process definition and work plan	2	10		20	updates * hrs/update
3.02	Quarterly reports	6	1		6	reports * hrs/report
3.03	NAETS updates	6	1		6	updates * hrs/update
3.04	Regular private conversations with Corps PM	1	24	0.5	12	meetings/week * weeks * hrs/mtg
3.05	General administration	2	24		48	hrs/week * weeks
3.06	Convene/attend RI/FS project management team meetings biweekly or as necessary.	0.5	24	6	73	meetings/wk * weeks * hrs/meeting
3.07	Other communications / problem solving	2	24	1	48	meetings/wk * weeks * hrs/meeting
					363	TOTAL HOURS - L1 TASKS

ATTACHMENT A – SCOPE OF SERVICES

L2									
		Stakeholder/Public Relations, Research, and Planning							
1	>	Stakeholder Outreach Program (Stakeholders include: Tier 1 - 1854 Treaty Tribal Governments, Tribal members; Tier 2 - Towns/Villages/Cities/Counties/State Elected Governments bordering project area, Governmental Regulatory Agency (EPA, MPCA, DNR, etc); Tier 3 - Organized interest and user groups such as Environmentalists, Recreationists, Commercial Fishermen, Industries, etc.; Tier 4 - Other users / general public) Assist with the development and implementation of a CERCLA-compliant media relations plan; plan meetings among governing entities, public information meetings in stakeholder communities, media events, press releases and related activities; contract with media relations firm as necessary; coordinate their activities with environmental consultant, NRDA, agency collaborators, and others.							
1.01		Stakeholder Involvement / Public Relations work plan formulation			20			20	Hours
1.02		Tier 1 stakeholder events - preparation of content; conduct of meetings, etc.	4	8				32	Meetings * hours/mtg
1.03		Tier 2 stakeholder events - preparation of content; conduct of meetings, etc.	4	8				32	Meetings * hours/mtg
1.04		Interagency coordination	0.5	24				12	Hrs/week * weeks
1.05		Tier 3 stakeholder events - preparation of content; conduct of meetings, etc.	2	8				16	Meetings * hours/mtg
1.06		Tier 4 stakeholder involvement activities - preparation of content			16			16	Hours
1.07		Media relations activities	0.5	24				12	Hrs/week * weeks
1.08		Solicit and integrate feedback from RED CLIFF Tribal cultural advisors, elders, and Tribal members	0.5	24				12	Hrs/week * weeks
2	>	Other activities							
2.01		Develop long-range policy/strategic assessment with locally-relevant criteria for decision-making; analyze potential conflicts between Tribal priorities, applicable laws, stakeholder priorities, and other relevant factors; analyze legal, scientific, and			100			100	Hours
2.02		Investigate alternative sources of information regarding affected lands; prepare information requests; compile references.	0.5	68				34	Hrs/week * weeks
2.03		Research and obtain additional project funding as available	1	24				24	Hrs/week * weeks
								310	TOTAL HOURS - L2 TASKS
C									
Clerical Support / Grant Management / General Logistics									
1	>	NRDA Comm. support for project leader: arrange meetings, travel and trainings; prepare agendas, compile minutes, and assist with other functions.							
1.01		Regular NRDA meetings	1	6	2			12	mtgs/mo * months * hrs/mtg
1.02		Special events	4	4				16	events * hrs/event
2	>	CA support to project leaders							
2.01		SPIP updates, including more detailed Tribal-side process definition and work plan	2	2				4	updates * hrs/update

ATTACHMENT A – SCOPE OF SERVICES

2.02		Quarterly reports	6	2			12	reports * hrs/report
2.03		NAETS updates	6	1			6	updates * hrs/update
2.04		Manage grant budget and procurement in accordance with Tribal policies and DoD regulations; communicate with USACE grants officer as necessary.	1	68			68	Hrs/week * weeks
3	>	Stakeholder outreach support to project leaders: meetings logistics, materials prep, etc						
3.01		Tier 1 stakeholder events	4	2			8	Meetings * hours/mtg
3.02		Tier 2 stakeholder events	4	2			8	Meetings * hours/mtg
3.03		Tier 3 stakeholder events	2	2			4	Meetings * hours/mtg
3.04		Tier 4 stakeholder involvement activities			4		4	Hours
3.05		Media relations activities	0.25	24			6	Hrs/week * weeks
3.06		Solicit and integrate feedback from RED CLIFF Tribal cultural advisors, elders, and Tribal members	0.25	24			6	Hrs/week * weeks
3.07								
4	>	Other activities						
4.01		direct citizen concerns and other inquiries to appropriate staff and consultants	0.5	24			12	Hrs/week * weeks
4.02		develop and maintain databases to track all inquiries and responses and easily file and retrieve all manner of project information	0.5	24			12	Hrs/week * weeks
4.03		maintain Tribal project website and assist with interagency project website	0.5	24			12	Hrs/week * weeks
4.04		General project support	2	24			48	Hrs/week * weeks
							239	TOTAL HOURS - Clerical TASKS
							912	TOTAL hours

ATTACHMENT A – SCOPE OF SERVICES

Deliverables:

Consistent with basic services and events itemized above, the project management contractor shall be expected to produce and/or substantially contribute to:

- Two major revisions/updates to the USACE-mandated Strategic Project Implementation Plan.
- An executive analysis of policy, environmental, regulatory, treaty, and jurisdictional implications of the different project scenarios.
- A written stakeholder involvement / public relations plan that makes recommendations on strategy, content, timing, input gathering, decision process, regulations, and other issues as appropriate.

- Related to the above stakeholder / media plan: informational brochures, Powerpoint presentations, suggested press releases, talking points, and other materials appropriate to implement an effective campaign to various types of audiences/stakeholders.
- A summary report on research into funding options for further site investigation, risk assessment, or remediation.

** The contractor shall be willing and able to deliver effective public presentations on any these issues at the direction/request of the Tribe.

ATTACHMENT B – COST PROPOSAL FORM

The Tribe and the Offeror will agree upon an hourly basis for payment of services provided by the Contractor. Upon award of contract, the Contractor shall be compensated monthly upon submittal of an invoice format and terms mutually agreeable to the parties.

For purposes of initial submittal of the RFP, the offeror proposes billable rates for project tasks per Attachment A of this RFP, as follows:

ATTACHMENT A Task Grouping

Coordination and Oversight (L1)	_____	per hour
Stakeholder Relations, etc (L2)	_____	per hour
Clerical support (C)	_____	per hour

The Tribe will make reasonable effort to meet basic project needs and minimize reimbursable expenses. Where the offeror incurs project related costs, they are proposed to be reimbursed as follows:

EXPENSE	COST	UNITS
Copies	_____	per page
Vehicle usage	GSA rate default	per mile
Computer usage	_____	per hour
_____	_____	per

* Attach additional as necessary.

Offeror’s other terms of compensation: