

Cher-Ae Heights Indian Community of the Trinidad Rancheria

REQUEST FOR PROPOSALS

Contract [contract #]

US 101/Trinidad Area Access Improvements Project

Professional Engineering Services for the Project Approval and Environmental Document (PA&ED) Phase

Date Released: August 5, 2021

**Cher-Ae Heights Indian Community of the Trinidad Rancheria
1 Cherae Lane
PO Box 630
Trinidad, CA. 95570**

Pre-proposal conference will be held at 1:30 p.m. Wednesday, September 1, 2021 in the Cher-Ae Heights Indian Community of the Trinidad Rancheria Tribal Council Chambers at 1 Cherae Lane, Trinidad, CA 95570. Attendance at this meeting is highly recommended but is not mandatory

Proposals are due prior to 4:00 P.M., PST. September 15, 2021

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INTRODUCTION

The Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria) is requesting proposals (RFP) for professional engineering services for the Project Approval and Environmental Document (PA&ED) Phase of the US 101/Trinidad Area Access Improvements Project (“Project”).

The Project Approval and Environmental Document (PA&ED) Phase of the US 101/Trinidad Area Access Improvements Project (“Project”) will be funded with Tribal, State, and Federal dollars requiring the Consultant to follow all pertinent Tribal, State, and Federal laws and regulations. The Disadvantaged Business Enterprise (DBE) goal for this project is 8% however in order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Trinidad Rancheria/Tribe encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of this contract

In order to meet the above stated requirements, the following criteria have been established, and must be addressed prior to execution of a contract for the services requested in the subsequent site specific RFP

1. The Consultant must submit a Utilization of Disadvantaged Business Enterprises “UDBE Commitment” form and a “DBE Information” form prior to award of the contract.
2. Proposers must engage project participation of DBEs in the specified percentage above or demonstrated Good Faith Effort (GFE) to do so in the event they are unable to meet the required level of DBE participation on the project. Failure to comply will result in a proposal being declared non-responsive.
3. The Consultant must submit a “Final Report – Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Sub Consultant” form upon completion of the contract.

It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a cost plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the consultant selection process is completed, with a performance period of the contract from the date approved by Trinidad Rancheria Tribal Council to the Capital Project Phase or September 30, 2024 whichever is the lesser.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant’s proposal will be evaluated and ranked according to the criteria provided in Appendix B, “Evaluation Criteria,” of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants that have provided Rancheria with Notice of Intent to Bid; and posted on Humboldt Builders Exchange as well as on the Trinidad Rancheria website at:

<http://www.humbx.com>

<http://www.trinidad-rancheria.org>

It shall be the Consultant’s responsibility to check Humboldt Builders Exchange and/or the Trinidad Rancheria website to obtain any addenda that may be issued. It is the proposer’s sole responsibility to monitor the websites for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of proposal.

The Consultant’s attention is directed to Appendix A, “Proposal Requirements.”

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant’s proposal. The hard copies and flash drive shall be mailed or submitted to the Trinidad Rancheria, 1 Cher-Ae Lane, PO Box 630, Trinidad, CA. 95570 prior to **4:00 P.M.PST., September 15, 2021**. Proposals shall be submitted in a sealed package clearly marked “**US 101/Trinidad Area Access Improvements Project – Engineering Services for PAED Phase**” and addressed as follows:

Jacque Hostler-Carmesin, CEO
Cher-Ae Heights Indian Community of the Trinidad Rancheria
1 Cher-Ae Lane
PO Box 630
Trinidad, CA, 95570

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **4:00 P.M., PST. , September 15, 2021.**

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the Trinidad Rancheria to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Trinidad Rancheria reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Trinidad Rancheria to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Trinidad Rancheria

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: September 16, 2021- September 22, 2021
Oral interviews: September 27, 2021-September 30, 2021
Cost Negotiation with first ranked consultant: October 5, 2021-October 7, 2021
Contract Award and Notice to Proceed: October 14, 2021

Pre-proposal questions regarding this RFP will only be accepted via email. All pre-proposal shall be submitted in writing to the attention of Leslie Sanders via email at lsanders@trinidadrancheria.com . Questions shall be submitted before 5:00 PM, PST., on September 7, 2021. All questions will be responded to in a group addendum format to all bidders. Written questions should include the individual's name, the name of the firm, address, and telephone number.

No oral question or inquiry about this RFP/RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The Trinidad Rancheria intends to retain a professional engineering services consultant to provide professional engineering services for the Project Approval and Environmental Document (PA&ED) Phase of the US 101/Trinidad Area Access Improvements Project ("Project"). The project proposes to make operational improvements between the unincorporated community of Westhaven (PM 98.4) and the City of Trinidad (PM 100.7). The improvements could include construction of a Type L-1 Compact Diamond Interchange on US 101 at approximately post mile (PM) 100.0, between the existing 6th Street interchange located at PM 98.4 and the existing Trinidad-Main Street interchange located at PM 100.7 in Humboldt County. The project limits would extend from PM 99.5 to PM 100.3.

The purpose of the project is to:

1. Provide safe and sustainable access to and from US 101, for all modes of transportation, to the Trinidad Rancheria and the surrounding communities located along Scenic Drive, Westhaven Drive, and in the City of Trinidad.
2. Relieve projected traffic congestion associated with planned future development.
3. Reconnect Tribal lands that were severed by the construction of Route 101.

The proposed project is needed because:

1. The only access to Trinidad Rancheria lands from US 101, Scenic Drive west of the Trinidad Rancheria, is not safe or sustainable:
 - a. It is geologically unstable; slides and slip-outs commonly cause partial or complete road closures, particularly during the winter months.
 - b. It is not a pedestrian/bicycle friendly route, due to the lack of sidewalks and minimal or no paved shoulders.
2. The current capacity at several intersections would be inadequate to accommodate projected increases in traffic due to planned future development.
3. The construction of US 101 severed tribal lands.

US 101 is the economic lifeline of the north coast and it is the most important route in District 1. It serves interregional and interstate traffic. Route 101 is functionally classified as a principal arterial and is on the National Highway System but is not part of the FHWA Rural and Single Interstate Routing System. It is part of the Strategic Highway Network and the Inter-regional Highway System and is considered a High Emphasis Route in the Interregional Transportation Strategic Plan. Within the project segment, Route 101 is designated a Surface Transportation Assistance Act (STAA) route and is part of the Pacific Coast Bike Route. Portions of Route 101 are also eligible for Scenic Highway Designation.

The Project will be implemented by The Trinidad Rancheria; however, there will be considerable coordination with Project stakeholders including Caltrans, FHWA, Bureau of Indian Affairs, Humboldt County and the communities of Trinidad and Westhaven. Consultant will serve as the Tribes implementation and delivery team by providing technical and engineering services, including but not limited to, project management, environmental, hydraulics, traffic analysis, structural, and right-of-way, and other support services as required. Consultant's team will integrate seamlessly with Project Delivery Team which includes; Trinidad Rancheria Management, FHWA staff, BIA staff, Cal-trans management, Humboldt County Public Works, Emergency Services, and staff from the surrounding communities to ensure the successful delivery of the Project.

The objective of the Project Approval and Environmental Document (PA&ED) efforts under this RFP is to obtain an approved Project Report and Environmental Document for the Project which is certifiable by Caltrans and endorsed by the Trinidad Rancheria, Humboldt County, City of Trinidad and surrounding communities. CONSULTANT shall provide PA&ED services towards the satisfactory completion of the deliverables required for the approval of Project Report and Environmental Document.

The Preliminary Environmental Analysis Report (PEAR) dated December 2017, (See Attachment A Project Study Report, PSR-PDS), anticipates an Environmental Impact Report for CEQA approval and a Complex Environmental Assessment with Finding of No Significant Impact for NEPA approval. However, actual approvals for CEQA and NEPA for the Project may be different. Caltrans will be the CEQA lead Agency with NEPA assignment under FHWA as the Federal Agency.

A Project Study Report-Project Development Support (PSR-PDS-see attached) was developed and approved in December 2017 which identified certain potential Project elements. Some of the elements in the PSR do not have full consensus from all stakeholders. As such, the PSR information should be used as a reference only. Project alternatives to be proposed may include improvements that are not part of the Build Alternative elements listed in the PSR. Project elements could also include improvements on local streets in the City of Trinidad and/or the unincorporated area of Westhaven which will alleviate congestion in the Project area. The CONSULTANT'S proposal should not be based solely on the Build Alternatives in the PSR-PDS.

In addition to the PSR-PDS, CONSULTANT should also consider and incorporate various other studies in the Project area while performing PA&ED activities for the Project. These studies are listed in attached PSR-PDS

SCOPE OF WORK

General:

The Trinidad Rancheria is interested in contracting with an Engineering Firm that will conduct and coordinate specified tasks related to an approved Project Report and Environmental document which shall advance the US 101/Trinidad Area Access Improvements Project to the Capital Project phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Tribal law
2. Federal laws
3. State laws
4. Local laws
5. Rules and regulations of governing utility districts
6. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the Trinidad Rancheria, included in the sample contract in Attachment 2.

Services to be Provided:

The Trinidad Rancheria is the implementing agency for the PA&ED Phase for the Project. CONSULTANT, under the direction of the Trinidad Rancheria Project Manager, will provide all resources necessary to successfully deliver the Project through the PA&ED Phase.

Services to be performed by CONSULTANT will incorporate the following:

- **Project Management** – The Trinidad Rancheria will serve as the contract manager and direct liaison between the Consultant and Caltrans District #1 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the Trinidad Rancheria and consultant sub-Consultants, and preparing all submissions for the Trinidad Rancheria to submit to Caltrans Local Assistance. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal
- **Community Outreach and Public Communications** – Early, frequent and sustained outreach is a critical part of the scope in this phase of the US 101/Trinidad Area Access Improvements Project. The Trinidad Rancheria is keenly aware that this project requires the input and participation of a broad spectrum of local residents, business interests, City State and Federal Agencies as well as special interest advocacy groups.
 - The consultant team will prepare a work plan for effective coordination and management of stakeholder needs, including the following:
 - a. California Transportation Commission (CTC)

- b. City of Trinidad and unincorporated areas of Westhaven
 - c. Affected public and private utility owners
 - d. Public Stakeholders
 - e. Private property owners
 - f. Environmental Resource Agencies (as required)
 - g. Bureau of Indian Affairs (BIA)
 - h. Federal Highway Administration (FHWA) and other applicable state and federal resource agencies
 - i. Caltrans (offices, departments, divisions and groups) including Caltrans Office of Specially Funded Projects (OSFP)
 - j. Humboldt County Association of Governments (HCAOG)
- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
 - **Environmental Studies and Documentation** – Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA document. Consultant shall prepare the CEQA and NEPA documents for review, respond to comments and requests until final acceptance by Caltrans and FHWA, respectively.
 - **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed.
 - **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined under 25 CFR 169.125 Bureau of Indian Affairs Regulatory Provisions, as well as in the Caltrans Local Assistance Procedures Manual, When authorized, Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary.
 - **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the Trinidad Rancheria at 30%, 60%, 90%, and final contract documents.
 - **Coordination with Adjacent Properties** – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
 - **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
 - **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. Trinidad Rancheria will be responsible for making copies of contract documents and will distribute to plan rooms and Consultants. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the Trinidad Rancheria as necessary.

- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.
- **Method of Payment** – Cost Per Unit of Work. The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing.

Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed in order to obtain an encroachment permit from Caltrans.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

General/Design/Environmental/Surveying/Other Standards -

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

Materials to be provided by the Agency - Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the Trinidad Rancheria that may be furnished or made available by the Trinidad Rancheria and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract. Consultant shall be responsible for fully identifying all technical and environmental studies required for successful completion of contract. All environmental documents prepared pursuant to this contract shall meet all of the requirements set forth in, but not limited to, the following (see attached PSR):

- California Environmental Quality Act (PRC 21000 et seq.)
- State CEQA guidelines (CCR, Section 15000 et seq.)
- Section 106 of the National Historic Preservation Act (16 USC 470 and 36 CFR Part 800)
- Endangered Species Act (16 USC 1531 et seq.)
- Clean Water Act (33 USC 1251 et seq.) (emphasis on Section 401 and 404)
- Clean Air Act (42 USC Section 7401 et seq.)
- Fish and Wildlife Coordination Act (16 USC 661-666)
- California Endangered Species Act (Fish and Game Code 2050 et seq.)
- Coastal Act
- Migratory Bird Treaty Act (16 USC 703-712)
- Federal Executive Order 11990 (Wetlands)
- Federal Executive Order 11988 (Floodplains)
- Federal Executive Order 13112 (Invasive Species)

All documents produced for the project shall also meet the requirements of the California Department of Transportation and the Federal Highway Administration, including processing and document formatting requirements.

The Tribe will retain responsibility for all final consultation, both informal and formal, with State and Federal agencies regarding project mitigation and compensation proposals.

Where the Consultant is required to prepare and submit studies, reports, plans, etc., to the California Department of Transportation (Cal-Trans), the Federal Highway Administration (FHWA) and or any other regulating agency as required by this Scope of Work, these shall be submitted in draft as scheduled, and the opportunity provided for the Tribe to direct revisions, prior to final submission.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction Consultant(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction Consultant(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding Consultants, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

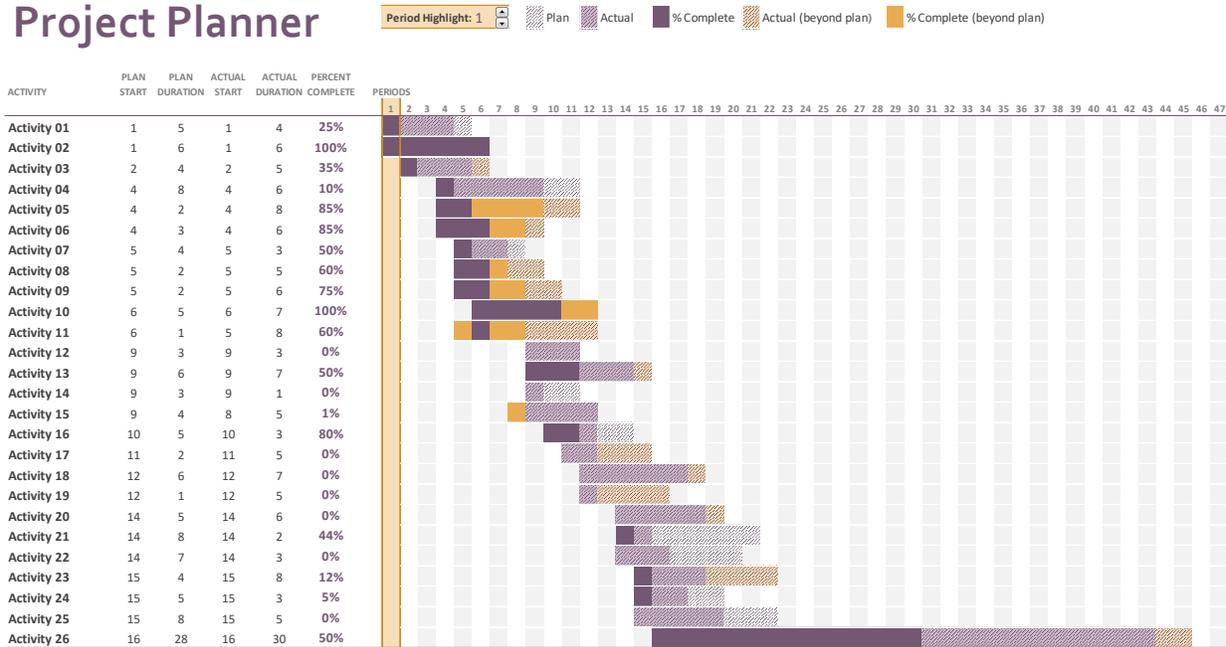
In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction Consultant on any of the agency's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Project Schedule - In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

Project Planner



APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacque Hostler Carmesin, CEO
Trinidad Rancheria
PO Box 630
Trinidad, CA. 95570

The letter shall be on Consultant letterhead and include the Consultant’s contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant’s understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The Trinidad Rancheria will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-consultants and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the Trinidad Rancheria, City of Trinidad and or City of Trinidad Engineers of Record that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Insurance Coverage

The prospective Consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The Tribe requires a minimum of \$1 million of general liability coverage during the contract period

11. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements.

- DBE Information - Good Faith Effort – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project In accordance with all applicable Federal requirements including, but not limited to, the National Environmental Policy Act (NEPA) and the regulations governing the TTP at 25 C.F.R Part 170

12. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation,

In order to assure that the Trinidad Rancheria is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost

proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Consultant shall prepare a Cost Per Unit of Work Fee estimate with progress payments at defined milestones/tasks.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a Trinidad Rancheria Selection Committee (Committee). The Committee may be composed of Trinidad Rancheria staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Trinidad Rancheria Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Trinidad Rancheria requirements as set forth in this RFP.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
Subtotal:		75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Trinidad Rancheria needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with Trinidad Rancheria
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Trinidad Rancheria during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows estimated dates for completion of the work.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the Trinidad Rancheria that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

A statement addressing firm’s ability in establishing local presence.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (15 points)

- a. Proposer provides responses to various interview panel questions.

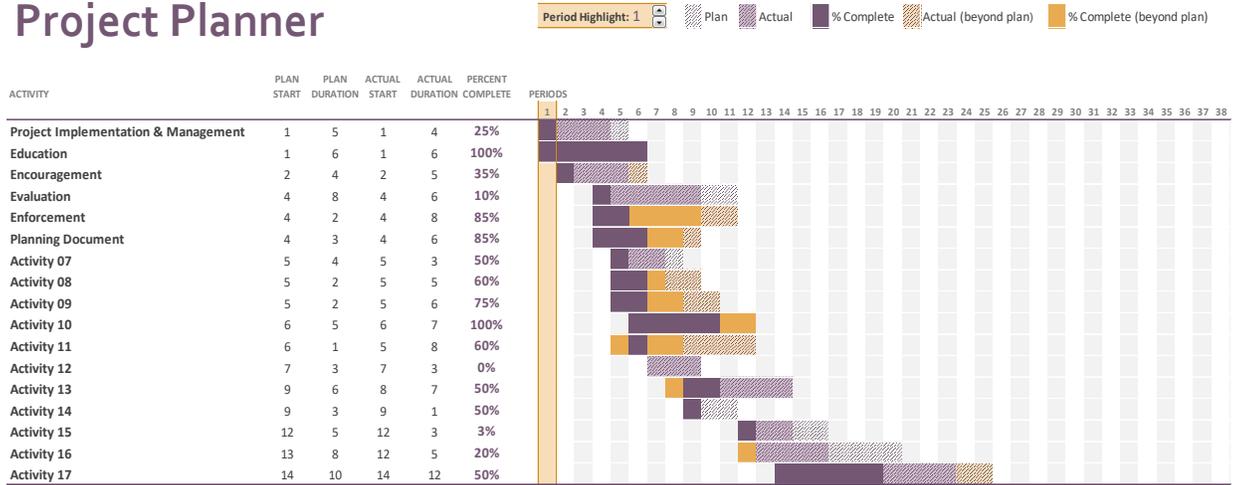
Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

APPENDIX C – RFP & PROJECT SCHEDULE

Project Schedule – A Gantt chart should be used for evaluations to compare project deliverables, cost, and time frames and can be done in Excel.

Project Planner



APPENDIX C – SAMPLE CONTRACT FOR SERVICES AGREEMENT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT IS BETWEEN:

Trinidad Rancheria
P.O. Box 630
Trinidad, CA 95570
707-677-0211

CONSULTANT
ADDRESS
CITY, STATE, ZIP
PHONE
EIN# XXXXXXXX

FOR THE TRINIDAD RANCHERIA TRIBAL COUNCIL

Department: Transportation and Land Use

Contact Person: Jacque Hostler, CEO

Phone Number: 707-677-0211

Brief Description of Contract:

The proposed contract provides professional Engineering Services for the U.S. 101 Trinidad Area Access Improvements Project, PA-ED Phase, See Bid Proposal: Exhibit A, for complete Scope of Work.

_____	_____	_____
Contract Number	Fiscal Department	Date

Reviewed By These Departments:

CEO: _____ FISCAL: _____
dated: _____ dated: _____

Independent Consultant Agreement

CONTRACT FOR SERVICES

This Agreement, made this day, August xx, 20xx between [Consultant], hereinafter called Consultant, and the Trinidad Rancheria, hereinafter called the Tribe, witnesseth:

1. **Effective Dates.** This Agreement shall become effective as of the date of execution by Tribe, and shall continue until December 31, 20xx, unless amended or terminated in accordance with the provisions in Articles 19, 20, 21 or 22 of this agreement.
2. **Independent Consultant.** It is the express intent of the parties that Consultant is an independent Consultant and not any employee, agent, joint venturer or partner of the Tribe. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Consultant or any employee or agent of Consultant. All work product developed by Consultant shall be deemed owned and assigned to Tribe. This Agreement is not authority for Consultant to act for Tribe as its agent or make commitments for Tribe. Consultant retains the discretion in performing the tasks assigned within the scope of work specified. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement so long as the performance of these services does not interfere or conflict with the completion of the Project.
3. **Taxpayer Identification Number.** Prior to commencing the Project, Consultant must provide Tribe with a valid Employer Identification Number (EIN) from the IRS. If Consultant does not have a valid EIN, Consultant must complete and submit a duly executed Form W-9 to the IRS and obtain an EIN before payment can be made.
4. **Tax Reporting and Filing.** Consultant acknowledges and agrees that he/she shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Consultant under this Agreement. Tribe will not withhold any employment taxes from compensation it pays Consultant. Rather, Tribe will report the amount it pays Consultant on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Consultant is not the Tribe's employee, and Consultant is responsible for paying all required state and federal taxes.
5. **No Benefits.** None of the benefits, if any, which are provided by the Tribe to its employees, shall be available to Consultant (or his employees, or sub-Consultants, if any, which for purposes of this paragraph shall be included in the term "Consultant").

Consultant's exclusion from benefit programs maintained by Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Consultant's status as a non-employee with respect to Tribe. To the extent that Consultant may become eligible for any benefit programs maintained by Tribe (regardless of the timing of or reason for eligibility). Consultant hereby waives the right to participate in these programs. Consultant's waiver is not conditioned on any representation or assumption concerning Consultant's status under the common law test. Consultant agrees that, consistent with an independent Consultant status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

6. **Project Covered.** The Tribe hereby engages Consultant to provide the following design services hereinafter called the Project for the agreed upon lump sum of xxx Hundred xxxxx xxx Thousand xxxxxx Hundred xxxx xxxx Dollars (\$xxxxxxxxx)

The Consultant hereby agrees to do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. Total Contract amount shall not exceed (Contract Amount) without proper approval.

See Consultant Bid Proposal: Exhibit A, for complete Scope of Work.

7. **Method of Performing Services.** Consultant will determine the method, details and means of performing the above-described services in compliance with the terms of this contract. The Consultant shall provide all services in accordance with applicable, local, tribal, state, federal laws, and the terms and conditions of this agreement.
8. **No Training or Instructions.** Tribe enters into this Agreement based on Consultant's demonstrated ability to perform the type of services that it believes, and that Consultant has represented, are needed to accomplish the Project. Consequently, the Tribe does not contemplate providing Consultant with any training or instructions with respect to the Project.
9. **Employment of Assistants.** Consultant may, at Consultant's own expense, employ such assistants, as Consultant deems necessary to perform the services required of Consultant by this Agreement. The Tribe may not control, direct, or supervise Consultant's assistants or employees in the performance of those services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of unemployment insurance, Social Security, disability insurance and other applicable withholdings. Consultant agrees to provide proof of workers' compensation insurance for assistants he/she engages. Consultant is responsible for acts or omissions of employees, sub-Consultants and other persons

performing portions of work under the contract for the Consultant. Consultant agrees to hold Tribe harmless against any and all liabilities attributable to the obligations imposed on Consultant under this Paragraph.

- 10. Compensation.** In consideration for the services to be performed by Consultant, Tribe agrees to pay Consultant monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed (\$xxx,xxx.), without Trinidad Rancheria prior written approval.

See Consultant Bid Proposal: Appendix A

- 11. Payment.** Payment for work rendered by Consultant shall be made payable to Account Number:

xxx-65000-xxx

12. Method of Payment.

Consultant shall invoice the Tribe monthly during the contract period; Consultant shall furnish Tribe with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Tribes failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Article 22.

13. Consultant's Business Activities

- (a) Consultant is an independent Consultant and may engage in other business activities at the same time service is provided to Tribe
- (b) Consultant shall not during the term of this Agreement solicit Tribe's employees or accounts on behalf of Consultant or another entity.
- (c) Consultant shall devote such time, attention, and energy to the business and affairs of Tribe as requested by Tribe, and in any event no less that the amount of time required to do a satisfactory completion of the required Project.

- 15. Confidential Information.** Consultant shall not disclose, publish or authorize others to publish design data, trade secrets, drawings, specifications, reports or other information pertaining to the work assigned to Consultant by Tribe. Consultant agrees to refrain from disclosing, during the term of this agreement, or at any time thereafter, any of the information to any third person or persons, or business organizations without the prior written consent of the Tribe.

- 16. Representations and Warranties.** Consultant represents and warrants

Phone:

If to Tribe: Trinidad Rancheria
Attn: Garth Sundberg
PO Box 630
Trinidad, CA 95570
Phone: 707-677-0211

- 22. Indemnification Agreement.** The Consultant agrees to protect, indemnify and hold harmless the Trinidad Rancheria, and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages settlements, costs, charges, professional fees or other expenses or liability of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding or causes of action of every kind and character to the extent in connection with or arising directly or indirectly out of the Consultant's negligent performance of professional services under this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, actual or alleged infringement of any patent, trademark, copyright (or application for any therefore) or of any other tangible or intangible statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
- 23. Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for Tribe and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.
- 24. Sovereign Immunity Not Waived.** Nothing in this Agreement shall be deemed or construed to be a waiver of the sovereign immunity of the Trinidad Rancheria, its officials, its entities, or employees acting within their official or individual capacities.
- 25. Termination for Convenience of the Tribe.** The Chairman of the Tribe, by written notice, may terminate this contract subject to Article 20, in whole, or in part, when it is in the Tribe's interest. If this contract is terminated, the Tribe shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 26. Waivers.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full

force and effect as if no such forbearance or waiver had occurred.

- 27. Modification of Agreement.** Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- 28. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws and ordinances of the State of California. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the Humboldt County Superior, and the parties expressly consent to the jurisdiction of the Humboldt County Superior Court and to venue therein and consent to service of process in any such action or proceeding by certified registered mail of the summons and complaint therein directed to the parties at their respective addresses set forth in this Agreement. By agreeing to this venue, the Tribe does not waive its sovereign immunity, or its right to raise sovereign immunity as a defense.
- 29. Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 30. Independent Counsel.** Consultant acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement. Consultant has read and understands this Agreement and is fully aware of its legal effect and that Consultant has entered into it freely and voluntarily and based on Consultant's own judgment, and not on any representations or promises other than those contained in this Agreement.
- 31. Standard of Care.** For peer review, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 32. Means and Methods.** The ENGINEER is not responsible for any design and construction review services relating to the Consultant's safety precautions or to means, methods, techniques, sequences, or procedures required for the Consultant to perform his work.
- 33. Estimates.** Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the Trinidad Rancheria. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such estimates as compared to actual costs.

34. Delay The Trinidad Rancheria agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays caused, due to the activities of construction Consultants, Trinidad Rancheria, or other third parties.

The Parties have duly executed this Agreement as of the date first written above.

**Trinidad Rancheria, Project
Owner**

Garth Sundberg, Chairman

Consultant,

By: _____

Title: _____

Date: _____

SAMPLE

Appendix A

Proposal

Engineering Support for the US 101/Trinidad Area Access Improvements Project