

TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)
NUMBER: **RFP # 10293**

FOR

Salton Sea Habitat Restoration

PROPOSAL DUE DATE

November 19, 2020 AT 12:00 PM

REQUESTED BY:

TORRES MARTINEZ DESERT CAHUILLA INDIANS
TORRES MARTINEZ TRIBAL TANF
PROCUREMENT DEPARTMENT
P.O. BOX 969 (mailing address)
66-725 MARTINEZ ROAD, (physical address)
THERMAL, CA 92274

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Schedule of Events

1.1 *RFP Timeline Table*

Event	Date
Needs Assessment	August 27, 2020
RFP Draft	August 27, 2020
RFP Finalization	September 3, 2020
RFP Web Posting Date	September 3, 2020
RFP Email Invitations	September 3, 2020
Last Date for Question and Requests	November 16, 2020
Proposal Due Date	November 19, 2020 – 12:00 PM
Proposal Evaluation Start (Evaluators Only)	November 23, 2020
Bid Evaluation End	November 23, 2020
Notice of Award	November 24, 2020
Contract Finalization	To Be Determined

2.

General Information

2.1 *Definitions*

- 2.1.1. **ACF:** Administration of Children and Families, a division of DHHS.
- 2.1.2. **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 2.1.3. **BPO:** Blanket Purchase Order, good for 1 year only.
- 2.1.4. **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.
- 2.1.5. **CCR:** California Code of Regulations
- 2.1.6. **CFR:** Code of Federal Regulations
- 2.1.7. **DHHS:** United States Department of Health and Human Services
- 2.1.8. **RFP:** Request for Proposal
- 2.1.9. **IT Department:** Information Technology Department
- 2.1.10. **OMB:** Office of Management and Budget
- 2.1.11. **PO:** Purchase Order
- 2.1.12. **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity
- 2.1.13. **TMTTANF or TMTANF:** Torres Martinez Tribal Temporary Assistance for Needy Families, a federally funded grant program managed by the Tribe.

2.2 Purpose

- 2.2.1** The Torres Martinez Desert Cahuilla Indians (TMDCI) is looking to maintain, upgrade, and enhance the quality of our WAN Infrastructure, Internet Service, and a hosted solution for an IP based phone system for multiple locations of Tribal and TANF offices. Services, software, and hardware procured will provide efficient telecommunication throughout these offices located across Southern California. The TMDCI Information Technology department welcomes suggestions related to design, setup and configuration of a new phone system and WAN infrastructure to ensure proper redundancy, thereby minimizing downtime and future issues.

2.3 Tribal Background

- 2.3.1** The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order on May 15, 1876. The Tribe currently consists of 24,822 acres (in a checkerboard pattern), along California State Highways.

2.4 TANF Program Background

- 2.4.1** Torres Martinez TANF Program, established in May of 2001, is a social services provider for Native American Indian families throughout Los Angeles and Riverside County.
- 2.4.2** The Torres Martinez Desert Cahuilla Indians operates and administers the federal Temporary Assistance to Needy Families Program. Torres Martinez Tribal TANF Program (TMTTANF) provides assistance to Native American families with children. TMTTANF offers a 5 year program with a foundation in educational incentives and work opportunities, supported by temporary financial assistance, leading to self-sufficiency; there is a special focus on traditional values and cultural awareness. We serve the Native community with a determination to support, educate and guide our clients along the path to self-sufficiency.
- 2.4.3** The TMTTANF Program spans throughout two (2) counties, Riverside and Los Angeles County, and operates out of six (6) different sites located in: Thermal, San Jacinto, Murrieta, Palmdale, Long Beach, and Monterey Park. The TMTTANF is currently staffed by over three-hundred and fifty (350) employees throughout the region / serviced communities.

2.5 Administration

- 2.5.1** The TANF program is administered by the Torres Martinez Desert Cahuilla Indians with federal funding from Administration of Children and Family (ACF), an agency within the Department of Health and Human Services.
- 2.5.2** The TANF program is required to comply with federal regulations such as the OMB Circulars, Single Audit Act, Privacy Protection Law and Federal Acquisitions Regulations, and Code of Federal Regulations.
- 2.5.3** The TANF program also must abide by the operating tribal laws of the Torres Martinez Desert Cahuilla Indians.
- 2.5.4** Institutional – The TANF program operates multiple locations throughout Riverside and Los Angeles County with a staff size of 25 – 45 employees. The main headquarters is located in Thermal, California on the Torres Martinez Desert Cahuilla Reservation.

2.6 Public Notice and Contractor Invitation

2.6.1 Reference (public notice) to this RFP shall be posted on the following websites:

2.6.1.1 www.torresmartinez.org RFP available at this site.

2.7 *Pre- Last Date for Questions or Requests*

2.7.1 The last day to submit a question or request in regards to this RFP is **September 25th, 2020**, no later than **12:00 PM**. Any questions or requests asked after this date and time will not be addressed.

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

2.7.2.1 Questions shall be responded to within three working days.

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

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

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

2.8 *RFP Contact Information:*

2.8.1 Restrictions on Communications

2.8.1.1 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 Torres Martinez 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 provide by existing work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Joan Swenson, Contracts Coordinator (Interim)

Email: jswenson@tmtanf.org

Telephone: (760) 397-0300 x 12500

Mail: TMDCI - Procurement Department

P.O. 1160, Thermal, CA 92274

Attn: Joan Swenson – RFP # 10293

2.10 *RFP Amendment:*

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

Scope of Work

Project Description: The goal of this project is to remove invasive plants, shrubs, or trees that divert water from the aquifer, reduce biodiversity, impact water quality, and increase fire frequency and soil salinity. Replace nonnative, invasive species with native, desert species which will help decrease water demand, increase biodiversity, improve water quality, support riparian or endangered/threatened species, decrease soil salinity, and decrease fire frequency. The Tribe is seeking a qualified vendor to pull out and chip approximately 13 acres of existing vegetation in the proposed location and construct 21 rain harvest basins with the existing soil. Plant chippings can be spread onto the same parcel but away from the project area.

3.1 *Timetable schedule:* Tree eradication and chipping is expected to be completed by October 31, 2020. Rain harvest basins are expected to be completed by December 18th 2020.

3.2 *Prevailing Wage Job:* Pursuant to Labor Code section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for the public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The wage rates specified by the Director of Industrial Relations are available online at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Licensed Contractors Required.

3.3 *The TERO Commission* will apply a 5% TERO fee to the contractor. If the contractor has 2 or more employees, TERO will apply. Contract requires engaging work on the reservation, then TERO applies. Contract OR Project Value exceeds (\$10,000) TERO applies.

3.4 *Cultural Monitoring* fees will be applied to the project cost: Cultural Resource Monitor at \$80.00 Per Hour; Administration Cost at \$20% of the total cost.

3.5 *Insurance Requirements*

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

3.5.1.1.1 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.

3.6 Commitment and Extension of Work

3.6.1 An agreement for a period of three (3) years is anticipated.

3.6.2 TMDCI may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.

3.6.2.1 A new BPO will be issued for each additional year extended.

- 3.6.2.1.1 **Extension Request** – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and Tribal Chairperson.

3.7 *Materials and Deliverables*

- 3.7.1 All materials required to complete this RFP shall be the responsibility of the contractor.
3.7.2 All reports must be submitted to Director of IT Department.

3.8 *Proposal Format*

- 3.8.1 In order to facilitate 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)

3.8.1.1 Title Page: Please state Invitation for Bids/Request for Proposal (IFB/RFP subject and IFB/RFP number) in your proposal. Please 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. TMDCI will not be responsible for any change in this information unless notification in writing is received.

3.8.1.2 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 within 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.

3.8.1.3 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.

3.8.1.4 Profile: Please include if applicable, 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 etc.) Upon request, provide financial information which may include financial statements, audits and other information sufficient for TMDCI to determine the stability of your business.

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

3.8.1.5.1 Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete 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.

3.8.1.6 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, accomplishment and other pertinent information. If there are no key personnel, employees, or sub contractors 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.

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

3.8.1.8 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 from the IRS web site: www.irs.gov.

3.8.1.9 Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference.
<http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

3.8.2 Cost Proposal

3.8.2.1 Please include the itemized pricing list per line item in scope of work and 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 costs, 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.

3.8.2.2 TMDCI will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP.

3.9 Independent Contractor

3.9.1 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 Chairperson.

3.9.2 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.

3.9.3 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.

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Confidential Information

4.5 Obligation of Confidentiality

4.5.1 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 Tribal Chairperson of the Tribe, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

4.6 Definition of “Confidential Information”

4.6.1 “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 lists, 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 or 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, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

4.7 Property of the Tribe

4.7.1 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 this 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

5.5.1 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

5.5.2 Payment and Submission of Invoices

5.5.2.1 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 parties.

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

- 5.5.2.3 Payments will be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document the project's progress.
- 5.5.2.4 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 TMTANF.
- 5.5.2.5 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.
- 5.5.2.6 Invoices are to be reviewed and approved by the Director of Natural Resources.
- 5.5.2.7 Contractor shall be paid within 30 days (Net 30) of Tribe's receipt of invoice.

5.2.2 Remit to Address:

TMTTANF – Finance Department
P.O. Box 1069, Thermal, CA 92274
Attn: Accounts Payables (CA # / PO #)

5.2.3 Invoice Format:

- 5.2.3.1 Project name: Communications System
- 5.2.3.2 Purchase Order number: [To be issued upon award of RFP # 10293]
- 5.2.3.3 RFP and Contract number must be on invoice.

5.3 Delivery of Proposal

5.3.2 Proposals should be sent to:

- 5.3.2.1 **By Mail or Hand Delivery** – Seven copies of the Proposal may be mailed or hand delivered to the Procurement Department:

US Mail: Joan Swenson, Contract Coordinator (Interim)
TMDCI – Procurement Department
P.O. Box 1160
Thermal, CA 92274
RFP 10293 – Salton Sea Habitat Restoration

Express Mail/
Hand Delivery: Joan Swenson, Contract Coordinator (Interim)
TMDCI – Procurement Department
66-725 Martinez Road
Thermal, CA 92274
RFP 10293 – Salton Sea Habitat Restoration

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

6 Evaluation Procedures

6.1 Evaluation Criteria

6.2.2 **Evaluation Team** – The evaluation team shall be composed of representatives from the **Natural Resources, Finance Department, and Procurement Department**. The evaluation team shall be charged to review the proposals and select a vendor for this RFP.

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

6.2.2.2 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 TMDCI Headquarters in Thermal, California.

6.2.3 Award

6.2.3.1 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 TMTANF. An award will be made on a competitive basis based on a 200 point distribution system.

The 200 Point Award System for this RFP

Grading Criteria	Point	%
Cost/Price	80	60%
Experience with Excavation	70	20%
Local Contractor with Proximity to Project site	40	15%
Indian Preference (see 6.1.3.3)	10	5%
Total	200	100%

6.2.4 Indian Preference and Employment Training

6.2.4.1 This RFP is open to all qualified Applicants

6.2.4.2 Indian Preference – that contractor is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.

6.2.4.3 Bids no more than five (5) % higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.

6.2.5 TM-TANF encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

6.2.6 Discussions and Best and Final Offer

6.2.6.1 Acceptance of Proposal – The Tribe may, at its 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.

6.2.6.2 If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered

Indian-owned organization or the qualified registered Indian-owned economic enterprise. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by TMTTANF to be available for the project. TMTTANF reserves the right to reject any and all bids. The decision of TMTTANF shall be final and not subject to appeal.

6.2.7 Negotiations

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

7. Attachments

7.2.2 Remarks on Attachments – The attachments are hereby made a part of this RFP:

7.2.2.1 Attachment - Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference:

7.2.2.1.1 <http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

7.2.2.1.2 [Project Location](#)

7.2.2.1.3 [Project Background and Objectives](#)

7.2.2.1.4 [Rain Harvest Basin Layout](#)

7.2.2.1.5 [Project Description](#)

Project Location

The site location for the project is the T-1003 section on Torres Martinez Reservation Land. Trees to be removed are highlighted in blue below.

Project Coordinates are:

33°31'57.63"N, 116° 3'39.68"W

33°31'41.51"N, 116° 3'39.32"W

33°31'41.34"N, 116° 3'36.43"W

33°31'43.91"N, 116° 3'36.40"W

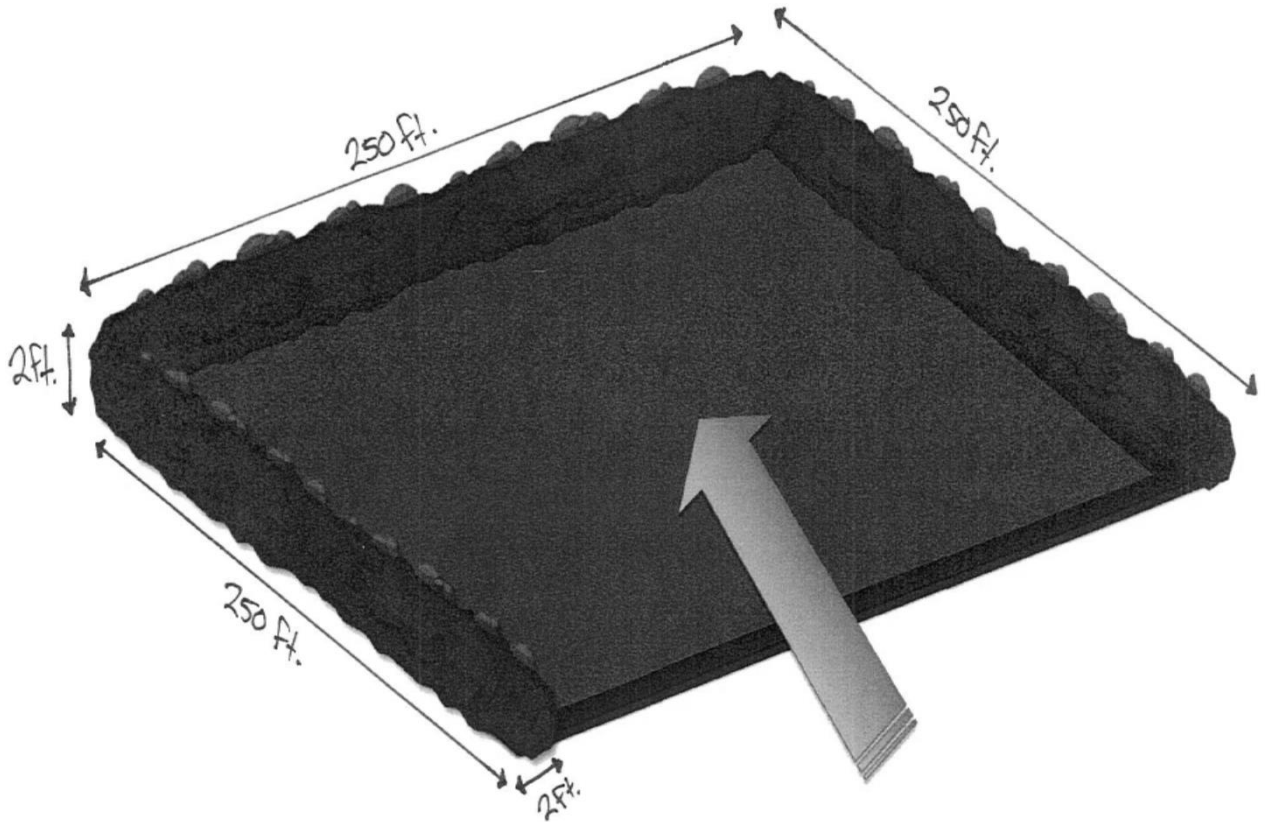
33°31'43.80"N, 116° 3'27.43"W

33°31'56.43"N, 116° 3'26.65"W



Project Background and Objectives

As a grantee of the Coachella Valley Mountain Conservancy, State Proposition 1 award, the Tribe aims to restore 50 acres of recently exposed playa currently overtaken by nonnative Salt Cedar (*Tamarisk*) and replace it with native tree species. The Tribe also intends to build 21 rain harvest basins which are 3 sided square shapes with each side being 250ft x 2ft x 2ft. These basins are to be constructed using the existing soil. A visual representation of the basin design is included below with dimensions. All basins will need to be north facing.



Project Description

The Tribe needs the vendor to remove the existing vegetation and construct the rain harvest basins as seen above. The vendor will need to provide the necessary equipment and personnel to complete these deliverables.

Timetable/Schedule

Tree eradication and chipping is expected to be completed by Oct. 31th 2020.

Rain harvest basins are expected to be constructed by December 18th 2020.

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