

CONFEDERATED TRIBES OF COOS, LOWER UMPQUA & SIUSLAW INDIANS

REQUEST FOR PROPOSAL FOR

Section 1. Introduction

The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians (CTCLUSI) invites qualified independent media production individuals and companies whom have sufficient experience in completing a short informational film defining brownfields, their environmental impacts and personal prevention practices in accordance with the specifications outlined in this Request for Proposal (RFP).

The mission of the Natural Resource department is to research, monitor, assess, manage, use, conserve, protect, and restore the natural resources of the Confederated Tribes' Ancestral Territory. One goal under this mission is to maintain and improve Tribal environmental quality.

It is the Natural Resource department's intent that this educational short film will; define the various pollutions, and volumes of such, that create brownfields; the environmental impacts of those pollutions; remediation and site planning; and the personal steps and responsibilities Tribal members can take to avoid creating a brownfield.

There is no expressed or implied obligation for CTCLUSI to reimburse companies for any expenses incurred in preparing proposals in response to this request.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included in this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by CTCLUSI. **This RFP and any resulting contract shall be governed by and interpreted under federal law and to the extent not preempted, the internal laws of the Confederated Tribes of Coos, Lower Umpqua, & Siuslaw Indians. The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians Tribal Court shall be deemed to have jurisdiction over any disputes *under this RFP and any resulting contract.***

Section 2. General

CTCLUSI is seeking quotes from qualified individuals and companies (Bidder) for the performance completion of the 6-7 minute short film on Brownfields. The Brownfield Video will build Tribal awareness of the importance of environmental protections for preserving their culture and sustaining future generations. The intent that this educational short film, will define and capture brownfields, site specific components, what it takes to clean-up a brownfield, personal responsibility and impacts to the Tribes' environmental and cultural resources.

The site specific component of the video should include Coos Head, a Tribal Brownfield Property. The Tribes are currently remediating an ex-military property that was used by various branches of the Department of Defense for nearly 150 years. The Air National Guard (ANG) discontinued use of the property 1996 and years later, it was transferred to the Tribes (2005). Since acquiring the property, the Tribes have worked in cooperation with the ANG and their contractors to investigate and clean-up contaminated soils and groundwater. Soil and groundwater contamination is the result of decades of point source pollution from fuels and ammunition and other materials from the prior military activities out at Coos Head. Cleaning up this 43 acre piece of property has been an undertaking for all the parties involved and we are thankful to ANG and all other agencies for their continued commitment to finance and support this clean-up. The Tribes support the review of this clean-up with CERCLA Sec 128 (a) funding.

Ideally, the bidder should be about to shoot, or capture by contract, aerial footage of the Tribes Coos Head property, as well as filming cultural activities and locations for the film.

Section 3. Standard Conditions

1. The successful Bidder and all personnel assigned to Brownfield Video covered in this RFP shall be qualified professionals with appropriate education and/or experience.
2. The Bidder shall be responsible for all taxes, fees, and permits required of this RFP.
3. The Bidder shall be responsible for the proper disposal of any waste generated by this RFP.
4. The Bidder shall serve CTCLUSI as an independent contractor and shall not be deemed an employee or representative of CTCLUSI. The Bidder understands and agrees that he/she is an Independent Contractor for whom no Federal or State Income Tax will be deducted by CTCLUSI, and for whom no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation, sick leave, worker's compensation, unemployment and similar benefits available to CTCLUSI employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Oregon Income Tax Law will be furnished to the Bidder for his/her income tax records.
5. Unless otherwise stated, all bids shall be in a lump sum basis, in U.S. funds.
6. Any bids received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
7. Unless otherwise stated, all bids shall be submitted in the bid outlined in Section 4 – Submitting a Bid.
8. CTCLUSI reserves the right, in its sole discretion, to reject any or all bids if deemed to be in the best interest of CTCLUSI.

9. No bid may be withdrawn for a period of thirty (30) days after the bid opening.
10. The Bidder shall be responsible to provide all labor, materials, and equipment necessary to perform the work or supply the materials requested in this bid and shall insure a timely completion of the work involved or the materials supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable state and federal laws, ordinances, rules and regulations and all applicable laws, ordinances, rules, regulations, and resolutions of CTCLUSI.
11. The Bidder shall not sublet, sell, transfer, assign, or otherwise dispose of any agreement related to this RFP or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the Tribal Council, except Bidder may make such transfer to a bank on the condition it provides CTCLUSI prompt written notice of such transfer. No subcontracts or transfer or agreement shall in any case release the Bidder of his liability under this agreement.
12. CTCLUSI has the right to terminate, without fault, any contract related to this RFP in whole or in part if the Tribal Council determines, in its sole discretion that such termination is in the best interest of CTCLUSI. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent of such termination.
13. The Bidder agrees to indemnify, defend, and save harmless CTCLUSI, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, company or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability including costs and expenses for violation of property rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
14. Failure to provide the requested information at the time the bid is submitted may result in the bid being rejected.

Section 4. Submitting a Bid

All bid quotes must be submitted in a sealed envelope clearly marked ‘BROWNFIELD VIDEO’ on the outside of the envelope. Bids must be RECEIVED by Friday, November 7th, 2016, at 5:00 p.m. Pacific Daylight Time by email or mail to:

Amanda Craig
Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians
1245 Fulton Avenue

Coos Bay, OR 97420

OR

acraig@ctclusi.org

Any questions pertaining to the Brownfield Video bid shall be directed to Amanda Craig or Margaret Corvi, at 541-888-9577.

Bidder will submit quote and draft contract for the Brownfield Video. See Section 5B for the scope of work.

In order to facilitate the review process and obtain the maximum degree of comparison, proposals should include the following information presented in the order and format shown below:

1. Title Page: Show Request for Proposal subject, name of Bidder's company, address, telephone and fax numbers, name of contact person and date of submission.
2. Transmittal Letter: A one or two-page summary stating the Bidder's understanding of the work to be completed and making a positive commitment to perform the work within the time period required.
3. Table of Contents: A clear identification of the material by section and page number.
4. Profile of the Proposer: Include location of office(s), number of partners, managers, supervisors, seniors, and other professional staff. If applicable, identify all major subcontractors necessary to conduct the project.
5. Technical Approach: A clear description of the approach and methodology for implementing the Scope of Work as described in Section 5 of this RFP.
6. Qualifications and Experience of Staff: Include a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information must be included for key personnel to be assigned to the engagement (including subcontractors, if any).
7. Qualifications and Experience of the Company: Include a summary of the company's qualifications to complete the short film. The proposal should include, at a minimum:
 - a. A description of your company or individual's and its relevant prior experience.
 - b. Names of partners and/or managers to be assigned to the engagement and a summary of their qualifications with respect to production of the film.
 - c. Include a summary of pertinent continuing professional education for all personnel that will be contributing to the short film.
 - d. If applicable, include examples of any similar work performed for another Tribe for referral about your services.
8. Time Schedule: Include a proposed time schedule for completion of the Brownfield Video.
9. Fee Schedule: Include the proposed fee schedule including estimated hours and rates as well as ancillary charges.

All bids will be opened on October 10th, 2016 at 12:00 p.m. at the Administration office of the Confederated Tribes of the Coos, Lower Umpqua, & Siuslaw, 1245 Fulton Ave, Coos Bay, Oregon, 97420. Final award of the bid is expected to be made to the Air and Water Protection Specialist no later than November 7th, 2016. A final decision will be made no later than November 21st and all applicants will be notified of the decision by 5pm that day. This decision will be final. Bidders do not have the right to appeal the decision. Bidder will be evaluated based on criteria outlined in Section G.

CTCLUSI may require interviews with prospective company to clarify any components of proposal. If an interview is required, the individual lead for the Brownfield Video product shall be present at the interview. Interviews may be held in person or via telephone conference, at the sole discretion of Tribal Administrator and the Director of Natural Resources.

The successful Bidder will be required to enter into a contract with CTCLUSI and will be an independent contractor, not an employee of CTCLUSI. The successful Bidder will be required to maintain applicable liability and workers' compensation insurance.

Section 5. Scope of Work/Bid

A. General Information

The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians are a federally recognized Indian Tribe with a Council form of government. The mission of the Natural Resource department is to research, monitor, assess, manage, use, conserve, protect, and restore the natural resources of the Confederated Tribes' Ancestral Territory. One Goal of the Natural Resources is to maintain and improve Tribal environmental quality.

Funding from Natural Resources comes from a variety of sources including grants from the Environmental Protection Agency (EPA) under CERCLA 128(a) to address the assessment, cleanup, and redevelopment of brownfields sites and other sites with actual or perceived contamination. The Tribes' FY2016 funds CERCLA funds support enhancement for public input to improve Tribal Response Program and develop public input and networks.

B. Study Scope – Brownfield video

The Brownfield Video needs to define the various pollutions, and volumes of such, that create brownfields; the environmental impacts of those pollutions; remediation and site planning; and the personal steps and responsibilities Tribal members can take to avoid creating a brownfield.

- Mandatory meetings
 - Natural Resource staff
 - Successful bidder
- Dept. of Natural Resources & Culture Offices: 1245 Fulton Ave. Coos Bay, OR 97420
 - Offices, conference room, 1 person bathrooms
 - Single story trailer, approximately 1800 square feet
- Florence Outreach: 3757 Highway 101, Florence, OR 97439

- Offices, conference rooms, storage, 4 bathrooms
 - Two story, approximately 9000 square feet
 - Tribal Hall: 338 Wallace Street, Coos Bay, OR 97420
 - Offices, gathering area, kitchen, 2 bathrooms
 - One story, historic building, approximately 3800 square feet
 - Community Center: 338 Wallace Street, Coos Bay, OR 97420
 - Large dividable conference room, commercial kitchen, 2 bathrooms
 - One story, approximately 7500 square feet
1. The Brownfield Video will need to define and address the complexity of situations that creates a brownfield.
 2. The Brownfield Video will need to illustrate the environmental health and cultural resources that are affected by the contaminations of a brownfield.
 3. The Brownfield Video will need to explain what the remediation process entails; procedures used, length of time needed, etc.
 4. The Brownfield Video will need to include a site specific component tied to Coos Head
 5. A Final Draft of the Brownfield Video must be completed by March 30th of 2017

F. Proposal Technical Approach

The Bidder will include a summary of its approach to the Brownfield video. The proposal should include an estimate for the total cost of completing the Brownfield video and the timeline for the work. The Bidder should include what experience and expertise qualifies them for the work at hand. Indian, minority, or female owned preference will be factored into the evaluation. CTCLUSI will evaluate your company’s ability to complete the Brownfield video, meeting Tribal missions and objectives, as outlined in the RFP.

G. RFP Evaluation Procedures

CTCLUSI shall evaluate the proposals on the basis of qualifications, relevant experience, and responsiveness of the Bidders, as well as the estimated cost of the engagement. CTCLUSI acknowledges that there may be some subjectivity in the evaluation of the proposals. Every effort shall be made by CTCLUSI to be impartial and fair in the evaluation process. However, CTCLUSI’s evaluation of any proposal remains in its sole discretion. Bidders have no appeal, protest, or grievance rights related to CTCLUSI’s evaluation of any proposal.

CTCLUSI reserves the right to reject any or all proposals on any basis and without disclosure of reason and not award services to any Bidder during this process. Failure to make such disclosure shall not result in the accrual of any right, claim, or cause for action by any unsuccessful Bidder against CTCLUSI. In addition, CTCLUSI reserves the right to waive any irregularities that it considers minor in nature to the overall bidding process.

Indian preference applies to the award of the contract in accordance with applicable regulations and policies. CTCLUSI does not waive its sovereign immunity in any respect with regard to this RFP or the evaluation process.

Each Bidder shall be scored on the following criteria:

<u>Criteria</u>	Maximum	Weighting
-----------------	---------	-----------

	<u>Points</u>	<u>Factor</u>
1. Detail Contained in Proposal	100	37%
2. Production experience	100	15%
4. Video filming & editing experience	100	15%
5. Fixed Price	100	15%
6. References and/or Reference Projects	100	10%
7. Indian Owned	100	5%
8. Minority or Female owned	100	3%

H. Assistance by CTCLUSI

The Air & Water Protection Specialist and/or Natural Resources Director will render necessary assistance to the successful Bidder to complete the Brownfield Video. CTCLUSI shall respond promptly to the requests for information, provide all necessary access and mandatory meetings.

I. Technical Direction

CTCLUSI's Authorized Representatives (AR) for this contract shall be the, Air & Water Protection Specialist and CTCLUSI Natural Resource Director and/or Tribal Administrator.

1. The ARs are responsible for guiding the technical and aesthetic aspects of the project and for general surveillance of the work performed. The ARs are authorized to fill in details or otherwise to complete the general description of the work set forth herein.

2. The ARs are not authorized to make any commitments of any changes which constitute work not within the general scope of this contract, total estimated cost or extension of the contract period of performance.

J. Key Personnel

The personnel specified in the Bidder's proposal are considered to be essential to the work being performed hereunder. Prior to changing any of the individuals specified in the proposal, the Bidder shall notify CTCLUSI's Authorized Representatives reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles, and resumes) to permit the evaluation of the impact on the quality of work performed. No change shall be made by the Bidder without the prior written consent of CTCLUSI's Authorized Representatives.

K. Compensation

The selected Bidder shall provide an all-inclusive maximum fee and the rates for partners, specialist, supervisory, and staff level persons and the anticipated time for each, for which the requested work in Sections B, C, D and E of this proposal will be done.

The selected Bidder shall not be reimbursed for any travel, per diem, photo copying, telephone bills, or other related expenses of the background work required for the Brownfield Video unless incurred at the specific request of CTCLUSI. Rates for additional professional services are also requested.

Payment will be made as work progresses. The preliminary work completed and the balance will be paid upon completion, satisfaction, and acceptance of the Brownfield Video by CTCLUSI. The selected Bidder shall submit each invoice including sufficient detail to document the company's progress.

Invoices will not be accepted on more frequent intervals than one per month. Terms shall be net 45. Invoices requesting payments shall be prepared and submitted in duplicate and contain the following information: contract number, description of services, and total cost.

Invoices will be submitted to:

Amanda Craig
Air & Water Protection Specialist Confederated Tribes of Coos, Lower
Umpqua & Siuslaw Indians
1245 Fulton Avenue
Coos Bay, OR 97420

Payment for work performed under the contract shall not exceed the agreed upon amount until otherwise agreed upon, in writing, by both parties.

L. Working Papers

The paperwork, video & audio for the Brownfield Video shall be made accessible to authorized personnel of CTCLUSI.

M. Other Contractual Provisions

CTCLUSI will require any and all contracts related to this RFP to include, but not be limited to the following provisions:

1. Venue: The venue for any suit or action, including a resolution of any dispute as to the enforceability, validity, or scope of this agreement, is exclusively in the Tribal Court of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians. All parties consent and submit to such jurisdiction and waive any right to seek any other jurisdiction.
2. Sovereign Immunity: Nothing in this agreement is intended to or shall be construed as a waiver of sovereign immunity or the acknowledgement or creation of any liability on the part of a sovereign entity for personal injury, death, or property damage.

O. Further Information

CTCLUSI reserves the right to accept or reject any or all proposals in its sole discretion. Price will not be the sole determining factor in awarding the bid. Experience with other Tribal Governments, other governmental and nonprofit organizations, and Indian gaming operations will be factored when awarding the bid. CTCLUSI reserves the right to terminate the engagement, upon written notice prior to the start work by the Bidder.