



**CONFEDERATED TRIBES OF  
COOS LOWER UMPQUA AND SIUSLAW INDIANS  
TRIBAL ADMINISTRATION OFFICE**

1245 Fulton Ave. • Coos Bay, Oregon 97420 • (541) 888-9577

Date: October 4, 2023

To: All interested and qualified environmental professionals

Subj: Request for Proposal by Environmental Professionals to undertake Phase I Environmental Assessment for CTCLUSI's Forest Lands

The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians (the "Tribe" or "CTCLUSI") requests that qualified persons, firms, partnerships, corporations, associations, or professional organizations ("Firm" or "Firms") submit proposals to perform Phase I environmental assessments (EAs) of CTCLUSI's forest lands.

The deadline for receipt of complete statements of qualifications in accordance with the following instructions is **11:59 PM (Pacific Daylight Savings Time) on December 1<sup>st</sup>, 2023**. Responses delivered after the stated deadline will not be considered.

**THIS SOLICITATION IS OPEN TO ALL INTERESTED AND QUALIFIED INDIAN AND NON-INDIAN FIRMS.**

**BACKGROUND**

Since Time Immemorial, the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians have lived along the Pacific Ocean and along the Coos, Lower Umpqua, and Siuslaw Rivers' estuaries and tributaries. These watersheds offered abundant and diverse resources and, in turn, a rich culture. The United States government accepted the Confederated Tribes as a single political unit in 1855 when it negotiated a treaty with the Tribes, but never brought it to ratification. The three Tribes officially united as the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians in 1916, sixty years after being removed from their lands without a ratified treaty or any compensation.

In 1954, the U.S. Congress passed legislation terminating a number of Tribes in western Oregon including CTCLUSI. For the next thirty years, the Tribes struggled to maintain their Tribal identity and organization while at the same time fighting to regain federal recognition. Finally, in 1984, the Tribes were restored to full recognition with eligibility for federal services and benefits with laws and regulations generally applicable to Indian Tribes. Since federal restoration, the Tribe has reestablished a government, are reacquiring a land base, and have contracted with the Bureau of Indian Affairs, Indian Health Services, and other federal agencies to provide services to Tribal members.

In 2018, the Bureau of Land Management transferred 14,742 acres of land to be held in trust Tribe through the Western Oregon Tribal Fairness Act (“WOTFA”). For the Tribe, environmental resources are cultural resources. When people gather food or materials in a place for thousands of years, that place connects the people through stories, language, and shared experiences. Nearly everything was treated as having a spirit, and spirits could exert a positive influence on people’s lives. In the process of site visits to these forested lands, staff noted several sites with potential contaminant concerns in areas that may be used for recreational and cultural activities in the future. For the benefit of the health of humans and of the land, the CTCLUSI Department of Natural Resources is interested in conducting environmental assessments on the new properties to best determine the route forward for cleanup and use.

**PURPOSE OF RFP**

The Tribes have developed an inventory of known contaminated sites located on and near Tribal lands. The inventory includes lands for which no known Environmental Site Assessment has been performed. The Department of Culture and Natural Resources reviews and updates this inventory on an annual basis or as new sites or additional information on known sites becomes available. The inventory functions as an important decision-making tool for the Tribes. Tribal leaders and decision makers utilize information provided in the inventory to assist with their determination and prioritization of any necessary site assessments or cleanups. The WOTFA lands are currently under consideration for Tribal recreational and cultural use. Because areas of potential contamination have been identified, there is a need for Phase I Environmental Assessments to be completed before moving forward with recreational use.

Objectives:

- Development of a CTCLUSI Land Quality Assurance Project Plan (“QAPP”);
- Phase I Environmental Assessments for seven forest land tracts; and
- EPA ACRES public entries for seven forest land tracts.

As a sovereign government and one that receives federal funding and Congressionally-appropriated funds, the Tribe must strictly adhere to a formal procurement policy when securing any professional services. To streamline the procurement process for both the Tribe and for interested Contractors, information obtained under this RFP may be used by the Tribe to evaluate each Firm, and to pre-qualify one or more Firms for future environmental work related to the evaluation of environmental conditions of real property.

Each Firm responding to this RFP should be prepared and equipped to provide full service to the Tribe in an expeditious and timely manner, and on relatively short notice so as to enable the Tribe to meet critical time deadlines and schedules.

Firm or Firms selected under this RFP will thus become an important part of the ongoing effort, on behalf of our Tribe’s current members and of their descendants, to rebuild the Tribe’s ancestral land base and reservation.

**SCOPE OF WORK**

To be considered for selection, the Firm shall be experienced and capable to deliver the following services anywhere in the State of Oregon, but primarily in the Counties of Coos, Curry, Douglas, Lane, and Lincoln, in collaboration with the Departments of Forestry, Culture and Natural Resources, and Realty:

1. Meet with DCNR staff to formulate a plan of action and timeline for this scope of work;
2. Meet and interview with relevant staff regarding the history and background of the Tribe and the forest lands;

3. Undertake physical ground surveys of seven forest land tracts;
4. Develop a Land Quality Assurance Project Plan;
5. Completion of a Phase I Environmental Site Assessment (“ESA”) will be performed in accordance with 40 CFR Part 312, and all All Appropriate Inquiries (“AAIs”) including American Society for Testing and Materials (“ASTM”) E1527-05. Additional assessments including visual surveys for asbestos containing materials, lead-based paint and hazardous materials (including fuel storage tanks) shall be completed. The Firm shall (a) coordinate ESA work as required with the Tribe’s Department of Culture and Natural Resources, Department of Forestry, and Realty staff; (b) provide the Tribe with certification of necessary qualifications to perform the environmental work associated with this project (including State and Federal requirements) for Oregon that each completed Land Disposal Restrictions (LDR) correctly represents the records and documents available, and is/are in conformance with the requirements of the Department of the Interior Standards for Indian Trust Lands Boundary Evidence; and (c) make recommendations for additional research and/or environmental work as may be necessary to ensure that properties are approved for commercial or recreational use;
6. Create entries in U.S Environmental Protection Agency (EPA) ACRES database for properties surveyed, upload relevant information from completed Phase I EAs;
7. This project is being funded by EPA grant monies. As such, EPA will review contracted work as various steps and junctures along the way;
8. Time allowing during the schedule for site visitation, discussion of work performance, and any additional assessments;
9. Other related work as required; and
10. Completion of all work shall be performed between January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2024.

### **SUBMITTAL REQUIREMENTS**

Firms meeting the stated limitations, and having the capability and qualifications to perform the required services, are invited to respond by submitting a proposal consisting of one (1) digital copy (PDF) of documents containing the following information:

1. A letter, dated and signed by the principal of the Firm, transmitting qualifications documents.
2. Responses to each selection criteria element. (See “CRITERIA FOR ASSESSMENT AND SELECTION” below.) Total response must not exceed twenty (20) double-spaced typewritten pages.
3. To receive consideration, the Firm’s proposal must be received via email to Holley Carroll, Forestry Program Coordinator, at [hcarroll@ctclusi.org](mailto:hcarroll@ctclusi.org) no later than 11:59 PM (Pacific Time) on December 1<sup>st</sup>, 2023.

### **CRITERIA FOR ASSESSMENT AND SELECTION**

Firms shall have no contact related to this RFP with the Tribe, other than with the contact person specified within this document. Any such contact may subject the Firm to immediate disqualification for consideration.

All questions regarding this RFP must be directed via e-mail to Holley Carroll, Forestry Program Coordinator.

Responding Firms will be evaluated based on the following selection criteria—

1. **Total cost of the proposed work:** The submitting Firm (lead firm if submitting as a team) will submit a proposal quoting a total cost not to exceed the maximum allowable as stated in this RFP. Preferences may be afforded to the most economical budget.

(25% of the Evaluation Criteria)

2. **ESA Certification:** Environmental Site Assessment work will only be accepted from qualified Environmental Professionals<sup>1</sup>. All environmental work products under this RFP must be signed by a qualified Environmental Professional<sup>1</sup>. Please specify in your application how you satisfy these criteria. QUOTES MUST CONTAIN A CLEAR AND DEFINITIVE DESCRIPTION OF HOW THE PERSON COMPLETING OR SUPERVISING THE COMPLETION OF THE INVESTIGATION MEETS THE DEFINITION OF AN “ENVIRONMENTAL PROFESSIONAL” IN 40 C.F.R. PART 312.

(Pass/Fail Evaluation Factor –this requirement **MUST** be met for a Firm to be considered).

3. **Qualifications of the Firm:** Describe the qualifications of the Firm to provide professional services to perform a Phase I for contaminated properties. This shall include the demonstrated project management and quality control methods employed by the team. The Firm must include any subcontractors or consultants that may form a part of the team (if applicable). Preference will be given Firms with experience in and around the Tribe’s five-county service area (Coos, Curry, Douglas, Lane, and/or Lincoln).

(10% of the Evaluation Criteria)

4. **Qualifications of the Project Manager and Project Team:** Identify the project manager and team personnel that will be assigned to the Tribe’s projects. This shall include the demonstrated project management and quality control methods employed by the team.

(10% of the Evaluation Criteria)

5. **Past Performance on Work for Government and/or Tribal Agencies With Respect to Cost Control, Quality of Work, and Compliance With Performance Schedules:** Provide information on the Firm’s last five (5) completed federal or tribal projects. Identify the customer or client, and provide a primary point of contact with phone and email.

Also:

- a. Provide original scope and budget, and final scope and cost;
- b. Provide original schedule and actual completion time.

(20% of the Evaluation Criteria)

6. **Response Capability / Project Understanding:** Provide a proposal that reflects items described in the Scope of Work. Provide a budget narrative and table outlining the implementation of the work. Preference may be afforded to those Firms that, in the opinion of the Tribe, will be able to adequately respond to requests for meetings, and project administration and implementation requirements. Preference may also be afforded to those Firms that, in the opinion of the Tribe, have an in-depth understanding of the task requirements, governmental procedures, and the local

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<sup>1</sup> 40 C.F.R. 312.10.

community environment. Discuss knowledge of DOI, BIA, and BLM Requirements and Processes for Environmental Site Assessments.

(30% of the Evaluation Criteria)

7. **Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:
  - a. Commercial General Liability \$1,000,000 per occurrence or more  
(Written on an Occurrence-based form)  
(Bodily Injury and Property Damage)
  - b. Automobile Liability \$1,000,000 per occurrence or more  
(Including Hired & Non-Owned)  
(Bodily Injury and Property Damage)
  - c. Workers Compensation pursuant to State law required for all Personnel

The Tribes shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

CTCLUSI  
1245 Fulton Avenue  
Coos Bay, OR 97420

Certificates shall be filed immediately upon acceptance of the successful bidder's quote. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period. (Pass/Fail Evaluation Factor –this requirement **MUST** be met for a Firm to be considered)

8. **Compliance with Indian Preference Requirements:** This work is subject to federal and tribal Indian preference laws and regulations.
  - a. Indicate if the Firm is a qualified Indian organization or Indian-owned economic enterprise.
  - b. Regardless of whether or not the Firm is a qualified Indian organization or Indian-owned economic enterprise, discuss how the Firm will meet Indian preference requirements for employment and training of qualified Indian persons, and subcontracting opportunities for Indian-owned Firms or consultants.

(5% of the Evaluation Criteria)

## **SELECTION PROCESS**

The Tribe will convene a selection board ("Board") to review all timely submissions. The Board may also conduct in-person interviews, submit written interrogatories, or conduct other supplemental investigations of Firms as the Tribe deems appropriate.

The Board will select not more than three (3) Highly Qualified Firms ("HQF" or "HQFs") after completion of reviews, interviews, and/or investigations.

The top-ranked HQF will be invited to engage in discussions regarding work to be performed. If a fair and reasonable price is reached with an acceptable work delivery timeline, a fixed price contract will be awarded.

If a fair and reasonable price is not reached, and/or if the work delivery schedule is unacceptable, negotiations with the top-ranked HQF will be discontinued and the second-ranked HQF will be asked for a proposal. This process will continue until a contract is awarded.

This Request for Quotes does not oblige the Tribes to proceed with the Project. The Tribe reserves the right to modify the scope of the request or Project and/or reject any and all quotes received as a result of this request. In the event that it becomes necessary to revise any part of the Request for Quotes, addenda will be provided to all parties who received the initial RFP.

The assessment and ranking of each applicant will be retained by the Tribe and will not be a matter of public record. The evaluation criteria may be obtained by the Tribe at any time and will follow the criteria set forth in this RFP.

### **CONTRACT AWARD**

A detailed contract with the scope of work will be developed with the selected firm. Fees shall be established based upon the agreed upon scope of work by and between the selected firm and the Tribe.

The Tribe will maintain sole discretion in the assignment of projects.

Any proposed changes or exceptions to the Tribe's standard contract may be addressed during contract negotiations following selection of three or more highly qualified Firms. However, contract provisions relating to TRIBAL JURISDICTION, INDIAN PREFERENCE, and SOVEREIGN IMMUNITY are generally not subject to change or deletion.

During the term of this agreement, the Firm shall maintain the following insurance:

1. Commercial General Liability \$1,000,000 per occurrence or more  
(Written on an Occurrence-based form)  
(Bodily Injury and Property Damage).
2. Automobile Liability \$1,000,000 per occurrence or more  
(Including Hired & Non-Owned)  
(Bodily Injury and Property Damage).
3. Workers Compensation pursuant to State law required for all Personnel.

The Tribes shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

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Coos Bay, OR 97420

Certificates shall be filed immediately upon acceptance of the successful bidder's quote. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

### **PRE-CONTRACTUAL EXPENSES**

The Tribe shall not be liable for any pre-contractual expenses incurred by any Firm. Each Firm shall protect, defend, indemnify, and hold harmless the Tribe from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

Pre-contractual expenses are defined as expenses incurred, if any, in:

- Preparing and submitting information in response to this RFP;
- Negotiations with the Tribe on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; and

- All other expenses incurred prior to the date of award and a formal notice to proceed .

### **RESERVED RIGHTS**

The Tribe reserves the right to amend, withdraw and cancel this request.

The Tribe reserves the right to request or obtain additional information about any and all proposals.

The Tribe reserves the right to reject any and all submissions made in response to this RFP if it is deemed in the best interest of the Tribe.

The RFP process shall not be considered final until a contract has been successfully executed with the selected HQF(s).

### **INQUIRIES & SUBMITTALS ADDRESS**

The Tribe's point of contact for this RFP is:

Holley Carroll, Forest Program Coordinator  
Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians  
1245 Fulton Avenue  
Coos Bay, OR 97420  
Email: [hcarroll@ctclusi.org](mailto:hcarroll@ctclusi.org) (email communications preferred)  
Phone: (541) 888-7533

—END OF RFP—