



Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155 (509) 634-2277

Request For Proposals: Taxonomic Identification and Enumeration of Ichthyoplankton and Zooplankton Samples

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date: August 23, 2023

Deadline for Questions: September 12, 2023

Answers Posted: September 13, 2023

Closing Time and Date: 04:00 PM PDT September 22, 2023

1.02 Description of Proposals Sought:

The purpose of this RFP is to solicit proposals to establish a contract for the taxonomic identification, enumeration, and measurement of ichthyoplankton and zooplankton from vertical tow samples collected in Lake Roosevelt (Upper Columbia River, WA). The purpose of this project is to attempt to collect pelagic Burbot (*Lota lota*) larvae as part of the Lake Roosevelt Burbot Population Assessment Project and associated information about their food resources.

1.03 About the Colville Tribes:

The Confederated Tribes of the Colville Reservation (CTCR) is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Tribes' Indian Country now includes various off-reservation trust land holdings. The Tribes' administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday through Thursday 7:00 and 5:30 p.m. excluding Fridays, Saturdays, Sundays, Tribal and Federal holidays.

1.04 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Contractor's approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 30 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Contractors that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Proposal

The Contractor must submit a completed Proposal signed by a Contractor representative authorized to bind the proposing Contractor contractually. The Contractor must identify on the form any exceptions the Contractor takes to the Tribes RFP or declare that there are no exceptions taken.

1.06 Response Date and Location

Proposals must be received on or before **4:00 p.m., PDT, September 22, 2023**. Proposals must be provided in portable document format (PDF). All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of emailed proposal regardless of fault. Submittals shall be sent via e-mail to jason.mclellan@colvilletribes.com.

Include "**Zooplankton Sample Processing**" in the PDF file name and the submission e-mail subject line. A response will be sent to verify successful transmission of the message and associated submittal.

1.07 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Contractor and are not chargeable in any manner to the Tribes—no exceptions.

1.08 Site Visitations

A site visit is not required. By submitting his/her proposal, the Contractor acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to Jason McLellan jason.mclellan@colvilletribes.com. Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes.

All questions must be submitted no later than **4:00 p.m., PDT, September 12, 2023**. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m. PDT on the next business day after receipt of the question.

2.02 RFP Amendments

The Tribes reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Contractor's responsibility to check the Tribes' website for the issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.05, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribes.

2.05 Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for 60 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

2.06 Proposal Signatures

An authorized representative of the Contractor must sign proposals, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.

2.07 Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance.

2.08 Ownership of Documents

Any reports, studies, conclusions, summaries, other documents, data, analysis results, computer code/script, and databases prepared by the Contractor shall become the property of the Tribes. The Tribes may provide the Contractor with a limited license to use such material.

2.09 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

2.10 Limitations on Costs and Expenses

The Contractor's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribes.

2.11 Dispute Resolution and Venue

The Tribes will require the selected Contractor to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Contractor's services, including the application of tribal law.

2.12 Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.13 Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.14 Debarment

Selected Contractor must sign a Certification Regarding Debarment and Suspension (See Attachment B).

2.15 Contract

The selected Offeror will be required to enter into the Colville Tribes' standard form contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribes. Any increase in contract price following execution of the contract requires a written modification to the term to continue.

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to be for three years; however, the scope of work and associated budget will be reviewed on an annual basis.

3.02 Scope of Work

We are soliciting proposals from qualified firms to process 350 samples for ichthyoplankton and zooplankton from 30 m vertical tows made in Lake Roosevelt (Columbia River, Washington state) with a simple zooplankton net (0.5 m dia. mouth, 1.5 m long, 50 µm mesh). The 350 samples consists of 188 archived samples and approximately 80 samples to be collected in 2024 and 2025, respectively. All samples are or will be preserved in 95% ethanol.

Ichthyoplankton in the samples to be:

- Identified to the lowest taxonomic level practical (species for most);
- Enumerated for each taxa;
- Measured for total length; and
- Preserved individually.

Zooplankton, including Rotifers, in the samples to be:

- Identified to the lowest taxonomic level practical;
- Enumerated for each taxa (see below for sample splitting); and
- Measured for length (see below for subsampling).

Enumerating all the zooplankton may not be practical for most, if not all, samples. As such, describe the criteria that will be used for sample splitting, along with the proposed method for splitting and justification for selection of that method.

Similarly, measuring all zooplankton will not be practical for most, if not all, samples. As such, provide proposed sample sizes for zooplankton length measurements. Identify zooplankton species specific length measurements to be completed to facilitate biomass estimate calculations.

Coordination

Organize and conduct a project kick-off meeting and two progress meetings per year with CTCR project staff. Meetings can be virtual.

Reporting

The contractor will provide a draft data set of sample processing results in a pre-approved format to the CTCR project lead for review. The data set will include metadata consisting of, but not limited to, investigator name(s), method used, description of data field names with units of measure, and quality control measures. The CTCR will provide review comments within 30 days of receiving the draft data set. The contractor will submit a final version of the data set, that incorporates the review comments, to the CTCR project lead within 30 days of receiving them.

All materials produced in the completion of this project, such as but not limited to documents, data, analysis results, computer code/script, and databases, will be property of the CTCR and provided to the CTCR at the time of project completion.

3.03 Required Information

The Contractor's Proposal must include the following:

A. Title Page. Include name of Contractor, address, telephone and fax numbers, name and email address of contact person and date of submission. (See Attachment A.)

B. Cover Letter. A one-page letter of introduction signed by a person authorized by your firm to obligate your firm to perform the commitments contained in this RFP.

C. Technical Approach. Provide a succinct, but comprehensive, description of the proposed approach to accomplish the scope of work described in this RFP.

D. Firm qualifications. Provide brief information on your firm's background and qualifications, including resumes of key project personnel. List any subcontractors and include brief information on their background and qualifications.

E. Itemized Budget. Provide an itemized budget by task and year.

F. Schedule. A prospective schedule for completion the scope of work described in this RFP.

G. Debarment/Suspension Certification. Submit a completed Debarment/Suspension Certification form. (See Attachment B).

H. References. Contact information for three relevant references. (See Attachment C).

I. sam.gov registration number. Contractors must be registered through www.sam.gov. Please provide the number with the proposal.

SECTION 4. PROPOSAL EVALUATION

4.01 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Contractor's proposal meets the needs of the Tribes as described in the Contractor's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFP, fully completed, as appropriate, may be judged to be incomplete and may not be considered further.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

An award will be made to a responsible Indian Offeror if its proposed price is within 10% of the lowest non-Indian Offeror's Proposal Price and the Indian Offeror provides documentation of having the expertise and experience necessary to satisfactorily complete the work required.

Evaluation will be based on the following criteria:

- Technical Approach (25 points)
- Firm and Sub-consultants Qualifications (30 points)
- Fee Proposal (30 points)
- Tribal Employment Rights Ordinance (15 points)

Maximum Points = 100

4.03 In-Person Discussion Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribes, without cost to the Tribes, to a discussion with the Colville Business Council (CBC), the managers of relevant tribal programs, and others invited to the Session to provide the Offeror the opportunity to demonstrate its services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The Discussion Session will be informal, as the Tribes is not interested in a sales presentation by Offeror but rather an interactive discussion with the CBC; it is important that those key personnel identified by the Offeror to be assigned to the project will fully participate in the presentation and discuss.

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.05 Contract Award and Execution

The Tribes reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be initially submitted on the most favorable terms the Contractor can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Contractor's/Offeror's proposal response, as amended by agreement between the Tribes and the Contractor/Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribes and the successful Contractor/Offeror. Additionally, the Colville Tribes may verify the Contractor's/Offeror's representations appearing in the proposal. Failure of the Contractor/Offeror to perform as represented may result in elimination of the Contractor/Offeror from competition or in Contract cancellation or termination.

The successful Contractor/Offeror will be expected to enter into a contract with the Tribes. If a contract is not executed within a reasonable amount of time after the proposal is selected, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Offeror. The Tribes shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Contractor offers for cost reduction and other elements of the Contractor's proposal. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Contractor, then the Tribes will terminate discussions with the selected Contractor and proceed to the next Contractor in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribes reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

ATTACHMENT A:
PROPOSAL COVER PAGE
Burbot Project Statistical Support

Company Name _____ Date _____

Address _____

Contact Person and Title: _____

Telephone Number _____ Fax Number _____

Email address _____

Length of time in business _____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity _____

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)

Cost of Services (Anticipated Total Hours x Rate) _____

Overhead costs (describe) _____

Necessary travel _____

TERO Fees _____

Other (describe) _____

Total Price \$ _____

Authorized Offeror Signature _____

Telephone _____

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Contractor certifies, to the best of its knowledge and belief, that:

1. The Contractor/any of its Principals-

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have () have not (), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Contractor has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Contractor shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature

ATTACHMENT C:
CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 2

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 3

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____
