

**TOLOWA DEE-NI' NATION
REQUEST FOR PROPOSALS**



Tolowa Dee-ni' Nation Water and Fishing Rights Historical Report

**Response Due:
February 4, 2022**

Tolowa Dee-ni' Nation
12801 Mouth of Smith
River Road
Smith River, CA 95567
707.487.9255

1/3/2021

INTRODUCTION

The Tolowa Dee-ni' Nation (hereafter "TDN" or "Nation") seeks proposals from qualified consulting firms or individual(s) (hereafter "Consultant") with experience working with/for tribal communities to complete a Historical Report of Water and Fishing Rights for the Tolowa Dee-ni' Nation.

The Tolowa Dee-ni' Nation is a federally recognized Indian Nation whose aboriginal territory (*Taa-laa-waa-dvn*) encompasses the lands and watersheds of Wilson Creek to the south, the Sixes River to the north, east to the Applegate watershed in the Coastal Range, and west to the Pacific Ocean horizon, all sea stacks including Point St. George Lighthouse and all usual and accustomed places. The Tolowa people have lived along the Pacific Ocean and coastal and inland river valleys in today's northern California and southwestern Oregon since time immemorial. The Nation's Reservation lands are located three miles south of the Oregon-California border along the Pacific coastline. The Nation's federally recognized jurisdiction and service area encompasses 9,608 square miles - an area equal in size to the state of Vermont - and includes Humboldt and Del Norte counties in California and Coos, Curry and Josephine counties in Oregon. The Nation headquarters are located near Smith River, California.

The Nation is seeking professional assistance to produce an official Historical Report of Water and Fishing Rights for the Nation that will, at a minimum:

- Facilitate the overall research and reporting process, including any and all associated research and analysis;
- Coordinate with TDN staff (including but not limited to Natural Resources, Legal, and Executive staff) and Tribal Council;
- Facilitate participation of any identified partner/support agencies and the Nation's citizens and committees;
- Draft and print progress updates and summaries, draft reports and final report;
- Facilitate draft document reviews and complete resulting edits where necessary;
- Finalize a sufficient and professionally executed Historical Report on Tolowa Dee-ni' Nation Water and Fishing Rights; and
- Present the final report to Project Team and/or Tribal Council.

SCOPE OF WORK

The work will encompass the area within the geographical boundaries and jurisdiction of the Tolowa Dee-ni' Nation *Taa-laa-waa-dvn* (Aboriginal territory), as well as address communications with TDN Citizens, relevant experts and applicable archives and collections hosting relevant source material that are located outside the *Taa-laa-waa-dvn*. TDN seeks a qualified and professional ethnohistorian to research, collect, analyze and interpret current and historical information as detailed in this Scope of Work. Consultant will facilitate all Project Team communication and produce a draft report of findings, solicit feedback from Project Team and Tribal Council, and incorporate feedback into a

finalized Historical Report. This Scope of Work will be attached to the professional services contract as an exhibit:

- 1) **Project initiation meeting.** Meet with Project Team, including but not limited to Natural Resources Director, designated Natural Resources Program Managers, TDN Legal Counsel, TDN Executive Director, TDN Tribal Council and other project team members that may be identified;
- 2) **Review all relevant documents related to project.** TDN will provide to Consultant relevant documents it has in its possession to secure timely and appropriate research and identify additional outside research that will be necessary;
- 3) **Facilitate identification and participation of agencies, stakeholders and TDN citizenry.** Consultant will assist with identifying, notifying and facilitating the participation of agencies, stakeholders and citizens. Such participants may include, but are not limited to: TDN staff, Tribal Council, partner/support agencies, as well as other local government, park and land agencies, Native Americans, tribal organizations and any other agency that would serve TDN citizens and their families.
- 4) **Research, collect, analyze and interpret data for the following subjects for compilation in the Historical Report:**
 - a. Circumstances surrounding the creation of the 1862 Smith River Reservation, including the purpose or purposes for which the reservation was created by the federal government.
 - b. The understandings of the Tolowa people about the purpose or purposes for which the Reservation was created.
 - c. The intention of the federal government in creating the Smith River Reservation.
 - d. The reasons for the discontinuance of the Smith River Reservation in 1868 by Congress and the effect of such action on the Tolowa people and their way of life, particularly fishing and use of water.
 - e. The role of water and fish, particularly salmon, in the culture, economy and community of the Tolowa people before and after the creation of the Smith River Reservation.
 - f. The role of the Smith River in Tolowa culture and economy.
 - g. Efforts by the Tolowa people to protect their water and fishery on the Smith River and its tributaries.
 - h. Circumstances surrounding the making of the 1855 Treaty with the Klamath and Coast Rangers, and the understandings of the Tolowa people about its meaning and effect.
 - i. The nature and scope of aboriginal uses of water and fish by Tolowa people before the creation of the 1862 Reservation.
 - j. Circumstances surrounding the creation of the 1908 Smith River Rancheria, including the purpose or purposes for which the reservation

was created by the federal government.

- k. The understandings of the Tolowa people about the purpose or purposes for which the 1908 Reservation was created.
- l. The intention of the federal government in creating the 1908 Smith River Rancheria.

- 5) **Report Review and Approval.** Consultant will provide a draft by an agreed upon date. Following review and incorporation of identified edits or additions by Project Team, a draft Final Report will be prepared. Upon approval of the Final Report by the Tribal Council, the project will be considered complete, and the Consultant's contract will be deemed fulfilled.

DESIRED QUALIFICATIONS

Qualified candidates are expected to provide proof or examples of the following education, background, experience and information:

- 1) Education and/or experience necessary to successfully complete the work to professional industry standards: such as a bachelor's degree in anthropology with a focus on ethnohistory or another similar field; master's degree or doctorate in relevant field highly preferred;
- 2) Knowledge and experience working with tribal organizations;
- 3) Successful ethnohistory report development experience,
- 4) Excellent verbal and written communication skills;
- 5) Excellent community outreach skills;
- 6) Experience researching historical and ethnographic data using academic and government archival sources (in person and electronically);
- 7) Resume or qualification papers showing similar and/or relevant work performed;
- 8) At least three references for similar and/or relevant work performed;
- 9) DUNS number, EIN, or SSN; and
- 10) Acknowledgment of willingness to submit to a background investigation if selected.

PROPOSAL FORMAT

The proposal shall include, as a minimum, the following information:

- **Cover Letter** – Introductory letter describing Consultant(s) experience, understanding of the project, willingness to work within budget and desire/willingness to work with Nation staff to help achieve project goals.
- **Resume(s)** – Include a resume/CV describing the professional experience, education and licenses (if applicable) for all Consultant(s) identified to work on the project.
- **References** – Include at least three (3) references; these should be

professionals who are familiar with your work relevant to this project.

- **Proposed total fixed-price cost** for the project, to include all necessary labor, travel, materials and equipment unless otherwise agreed upon in writing. Include labor rates and hours, other cost detail in cost estimate.
- **Additional information** – Applicants may submit additional information relevant to project or their work, if desired. Additional information is not required as part of the application but a sample of previous work is strongly encouraged.
- **Native Preference** – As appropriate, include documentation that the Consultant is Native American, a Native American Owned business or employs key employees as defined under the Tolowa Dee-ni' Nation Tribal Employment Rights Ordinance (TERO). See “Contractor’s Questionnaire” under TERO Department Resources on www.tolowa-nsn.gov.

PROPOSAL SUBMITTAL

Proposals are to be submitted, **via e-mail (preferred) or hard copy** to:

Erika Partee, Director of Natural Resources
erika.partee@tolowa.com

Mailing address:

12801 Mouth of Smith
 River Road
 Smith River, CA 95567
 Attn: Erika Partee

Deadline for proposal submission is 5:00pm (PST), February 4, 2022.

EVALUATION CRITERIA

The Nation intends to select a single consultant team for all aspects of the work necessary to complete the contract documents.

Interested Consultant(s) is/are invited to submit proposal in accordance with the requirements of this Request for Proposals (RFP). The successful Consultant(s) must be aware of the financial and timeline limitations and be able to accomplish activities within these constraints.

The Consultant(s) is/are expected to be selected by February 18, 2022 and contract documents completed by February 28, 2022. The actual timeframe to complete this scope of work will be negotiated with the successful Consultant in accordance with desired project timeline.

A Review/Selection Committee made up of TDN staff will evaluate the Consultant(s) based on the proposals and, if necessary, an oral interview will be requested to determine which Consultant(s) is best qualified to perform the work for this project.

The following items, as they relate to the Scope of Work tasks described above, will be used by the Review/Section Committee to assist in the ranking of the Consultants' proposal and the oral interview:

- Demonstration of ability and experience to produce ethnohistorical documents;
- Demonstration of ability and experience to locate sources and research primary source historical information in person and electronically;
- Tailoring campaigns to specific demographics, audiences and services;
- Experience in a tribal setting;
- Experience and success producing similar types of work;
- Qualifications, including work history & education; and
- Native Preference

ADDITIONAL INFORMATION CONTACT

Questions regarding this RFP should be directed to:

Erika Partee, Director of Natural Resources
Tolowa Dee-ni' Nation
12801 Mouth of Smith River Rd.
Smith River, CA 95567
707-954-9167

erika.partee@tolowa.om

Clarification offered by the Nation to one Consultant will be distributed to all known applicants, to the greatest extent possible.

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use TDN's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the Nation's standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

Tolowa Dee-ni' Nation Professional Services Contract

Tolowa Dee-ni' Nation 12801 Mouth of Smith River Road, Smith River, CA. 95567 (707) 487-9255 www.tolowa-nsn.gov				
Contract Number	CT-XXXX-XXXX			
Contract Amount	\$XX,XXX.XX			
Vendor	Company			
Project	Job Name			
Purpose	XXXXX			
Timeline	Start Date:	XX/XX/XX	End Date:	XX/XX/XX
Department(s)	Name			
Fund	XXX			
Program	XXX			
Activity	XXXX			
TERO Fee	Yes			
ADDRESS: * *	PHONE: * Email: *			

PROFESSIONAL SERVICES CONTRACT

This contract is made between the Tolowa Dee-ni' Nation, 12801 Mouth of Smith River Road, Smith River, California 95567, hereinafter referred to as "TDN" or "Nation" and **VENDOR & ADDRESS**, hereinafter referred to as "Contractor."

The Nation and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby TDN will be provided certain services by:

Contractor: **VENDOR
ADDRESS**

Employer ID#: on file.

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: Tolowa Dee-ni' Nation
12801 Mouth of Smith River Road
Smith River, CA 95567

Project Activities: For Detailed Scope of Services See Attachment "A"

Contractor shall render such services conscientiously and shall devote his/her best efforts and abilities thereto, at such times during the term hereof, and in such manner as TDN and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by TDN, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total of **XXXXXX Dollars (\$XX,XXX.XX)** for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against TDN for any amount in excess

of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

TDN agrees to compensate the Contractor in a total amount not to exceed the maximum sum of XXXXXXXX Dollars (\$XX,XXX.XX) with a TERO fee of 2.5% deducted from each payment made to Contractor, inclusive of all costs and expenses, to be paid within 30 days of invoice receipt.

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit TDN's rights to have the Work properly performed by the Contractor, or limit TDN's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than Beginning Date, and unless prevented by the unreasonable action of TDN or modification pursuant to Paragraph IX of this agreement, shall complete the Work by Ending Date.

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of TDN nor is the Contractor or his/her employees or agents eligible to receive any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of TDN over the means and manner of performing work under this contract, subject only to the right of TDN to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that TDN shall have no duty with respect to the Contractor other than to provide the contract price set out in Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless TDN and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or

omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Nation to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Tolowa Dee-ni' Nation Tribal Chairperson or his/her designee after receiving approval to do so by an affirmative vote of the full Tribal Council of the Nation; (b) If the contract price is changed, the proposed contract modification shall be referred to the Tolowa Dee-ni' Nation Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that TDN shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor directly. Use of subcontractors is with prior written approval by the Nation. The Nation may attach any reasonable condition or limitation to the employment of a subcontractor. TDN and Contractor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the Executive Director, or designee. The work performed under this Agreement shall be under the direct supervision of the Project Manager.

XII. Termination:

TDN may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph TDN shall send to the Contractor a written notice of such termination. TDN shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. TDN may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to TDN, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorney's Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by TDN or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through binding arbitration in the TDN Tribal Court. By entering into this Agreement, Contractor expressly consents to binding arbitration in the TDN Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of TDN or any of TDN's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. TDN shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of TDN in connection with this Agreement is the property of TDN.

XVII. Cost Assignment:

Activities completed under the contract will be charged to Fund: 000; Program: 0000
Activity: 1000.

XVIII. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to TDN, or may have the appearance of being of interest to TDN, Contractor shall promptly report such business activities to TDN. If Contractor wishes to be employed by any other agency, entity, or company, whether known to TDN, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to TDN.

XIX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of TDN. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

XX. Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

Tolowa Dee-ni' Nation

VENDOR

12801 Mouth of Smith River Road
Smith River, CA. 95567
Tel: 707.487.9255
Fax: 707.487.0930

ADDRESS

Tel: *
Fax: *
Email: *

XXI. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

Tolowa Dee-ni' Nation

By: _____
Troy A. Ralstin, Executive Director

Date

By: _____
Jeri Lynn Thompson, Tribal Chairperson
On behalf of Tribal Council

Date

[SIGNATURES CONTINUED ON NEXT PAGE]

Contractor - XXXXX

By: _____

_____ Date

Title

Printed Name

Initial

Date