

REQUEST FOR PROPOSALS

CARBON REGENERATION FACILITY PERMIT MODIFICATIONS AND SAMPLING REVIEW

COLORADO RIVER INDIAN TRIBES



Request for Proposals (“RFP”) for Technical Review for the Colorado River Indian Tribes

I. Invitation

The Colorado River Indian Tribes (“CRIT” or “the Tribes”) is a federally recognized Indian Tribe with almost 300,000 acres of reservation lands located in both California and Arizona. CRIT’s Tribal Offices are located in Parker, AZ with several enterprises located throughout the reservation. For additional information about CRIT’s history and enterprises, please visit <http://www.crit-nsn.gov/>.

CRIT leases land to Evoqua Water Technologies for the purpose of operating a carbon regeneration facility. The RCRA Part B permit was recently approved by USEPA in October 2018. CRIT is soliciting proposals from qualified firms or individuals for highly technical review of permit modification applications, monitoring results, and other tasks of a scientific or technical nature as needed. Successful applicants should have a highly proficient understanding of hazardous waste regulations, air regulations, and carbon regeneration facilities.

II. Scope of Professional Services

The Tribes is seeking proposals from a consultant, scientist, or environmental consulting firm to perform all or some of the tasks listed below according to timeframes established by Tribal Council or CRIT Staff:

1. Support the Tribes with analysis of and recommendations for highly technical permit modification applications for the Evoqua RCRA Part B Permit found here: <http://www.evoqua.com/en/about/service-locations/Pages/Parker-AZ-Permits.aspx>
2. Support the Tribes with analysis of sampling methods, procedures, and results used or generated by the Evoqua facility.
3. Translate federal RCRA requirements into layman terms to support the Tribes’ decision-making.
4. Provide oral and written testimony as needed before Tribal Council or USEPA.
5. Support the Tribes with review of documents submitted by Evoqua Water Technologies to USEPA under short deadlines.

III. Special Conditions

The successful applicant shall be required to comply with the following:

1. Enter into a professional services agreement for a period of at least one (1) year. CRIT’s Sovereign Immunity shall not be waived in any agreement, and the successful applicant shall consent to the jurisdiction of the Tribal Court of the Tribes as the sole forum to resolve any disputes brought according to the agreement.

2. Affirmative compliance with all CRIT laws, including but not limited to, the Business and Professions Code and Business License requirement.
3. CRIT reserves the right to apply CRIT Tribal Member and Indian Preference in the selection of applicant.
4. Individual/firm shall maintain a policy of professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence, automobile liability insurance, and worker's compensation and employer's liability insurance (if applicable). Individual/firm shall name the Tribes as an additional insured on these policies and provide a certificate of proof of such insurance. Individual/firm shall also be required in the professional services agreement to indemnify, defend and hold harmless the Tribes and each of its officers, employees, and, directors, including, but not limited to, attorney's fees and costs.

IV. Applicant's Proposal and Compensation

Each firm or individual's response to this request for proposal should be in the form of a proposal to perform the professional services listed herein, including a fee schedule.

All proposals shall include, at a minimum, the following elements:

1. A cover letter including the RFP title, the applicant's name, and the applicant's interest in the services to be provided.
2. If the applicant is an individual, a resume detailing relevant education and experience, including a list of publications (if applicable). If the applicant is a firm, the resumes of any staff to be assigned to this project, together with a description of the proposed duties of each staff member.
3. A listing of recent similar projects completed, including the names, titles, addresses and telephone numbers of affiliated references.
4. A summary of the applicant's understanding of and approach to the project. The applicant's hourly rate schedule for all personnel, as well as other project costs (including any travel costs) anticipated to be involved in the project.
5. A list of any potential or actual conflicts of interest, including any work completed for the USEPA, Evoqua Water Technologies, or Siemens Industry, Inc. (prior operator of facility).

V. Submission Requirements

Eleven (11) hard copies of the written proposal and one (1) electronic copy shall be submitted by **5:00 pm** on **Friday, March 1, 2019**. Eleven (11) copies of said proposal, including attachments,

shall be provided to the Executive Offices of the Tribes and one (1) copy shall be provided electronically to the Office of the Attorney General at the below addresses:

Colorado River Indian Tribes
Attn: Executive Secretary
26600 Mohave Road
Parker, AZ 85344
Phone: (928) 669-1280

Colorado River Indian Tribes
Office of the Attorney General
Rebecca A. Loudbear, Attorney General
Toni Flora, Deputy Attorney General
26600 Mohave Road
Parker, AZ 85344
Phone: (928) 669-1271
Email: rloudbear@critdoj.com
aflora@critdoj.com

Late proposals will not be considered.

VI. Selection Criteria

The proposals will be evaluated on the following criteria:

- Qualifications
- Understanding and approach
- Costs
- Conflicts of interest
- Enrolled member of a Federally Recognized Indian Tribe, Indian Organization, or Indian-Owned economic enterprises.

After proposals are received and evaluated, the applicant may be invited to a selection interview depending on the number and quality of the submittals. The applicant whose submittal is selected by the Tribes will be contacted for the purpose of entering into negotiations with the Tribes for a possible written agreement. Final costs will be determined through negotiations with the firm selected.

There can be no assurance that negotiations will result in a finalized agreement. The Tribes and the applicant will not be obligated in any way unless and until a written agreement is entered into and executed by both parties.

Nothing in this proposal is intended to be or shall be interpreted as a waiver of the Sovereign Immunity of the Tribes.