



Bois Forte Band of Chippewa

5219 St John Drive
Nett Lake, MN 55772
www.boisforte.com

Request for Proposals (RFP) for Transportation Planning Services

ISSUE DATE: August 15, 2023

DUE DATE: September 29, 2023, at 4:30 p.m. Central Standard Time

SUBMIT TO: Bois Forte Band of Chippewa
Attn: Doris Isham, Grant Manager
Bois Forte Tribal Government
Community Development & Planning Dept.
5344 Lakeshore Drive
Nett Lake, MN 55772
Email: disham@boisforte-nsn.gov

And

Tara Geshick, Secretary Treasurer
Bois Forte Tribal Government
5344 Lakeshore Drive
Nett Lake, MN 55772
Email: Tara.Geshick@boisforte-nsn.gov

1. Overview of Need

The Bois Forte Band of Chippewa (the “Band”) seeks the services of a transportation planning contractor to work in partnership with our community to develop a community safety action plan that will qualify for a Safe Streets for All Implementation grant. The contractor’s responsibilities will include data collection and analysis, designing and conducting an equity analysis, assistance with the coordination of stakeholder input, prioritization of projects, and creation of a project list.

2. Background Information on the Bois Forte Band of Chippewa

The Bois Forte Band of Chippewa is a federally recognized tribe situated in northern Minnesota. The Band’s governing body is comprised of a five-member Council. The Band delivers government services to over 3,600 enrolled members who are located on-reservation, across the United States, and abroad. Currently the Band has over 400 grants/ programs on its accounting software to support the operations of the Government. The Band provides government services through a variety of departments, including Bois Forte Health Clinic, Human Services, Police Department, DNR, Tribal Court System, Realty, Housing, Enrollment, Public Works, IT services, Accounting, Education and Human Resources. As the owner and operator of the Boys and Girls Club, Fortune Bay Resort Casino, the Y-Store, and the Nett Lake C-Store, the Band is one of the largest employers within its region. You can learn more about the Band by visiting our website at: <http://www.boisforte.com/>.

3. Scope of Work

The Band is seeking expert consultant services from a consulting firm that can develop a community safety action plan (“Action Plan”) that will qualify for a Safe Streets for All (“SS4A”) Implementation grant. The contractor’s responsibilities will include data collection and analysis, designing and conducting an equity analysis, assistance with the coordination of stakeholder input, prioritization of projects, and creation of a project list for the Action Plan. The contractor will be required to comply with the SS4A funding conditions, including 2 C.F.R. Part 200 as it pertains to contractors and subcontractors of federal awards and to provide the Band with information needed for its own compliance with the SS4A funding requirements (attached) and Part 200.

The Action Plan will demonstrate the Tribes transportation needs and a comprehensive strategy to prevent fatalities and serious injury crashes along roadways and street for all users of the transportation system within the Tribes jurisdiction. The Action Plan will identify goals and a target date for reaching a defined percentage reduction of fatalities and serious injuries within the Tribes jurisdictional areas. The consultant will assist with preparing the Action Plan and presenting it to the Tribal Government for adoption.

The Action Plan Partners will include departments of the Bois Forte Tribal Government such as law enforcement, emergency services, education/training, cultural, community development, community representative and public works. Representatives from Minnesota Department of Transportation, St. Louis, and Koochiching County Transportation Departments will be invited to coordinate the alignment of plans proposed by the tribe with other government agencies. The consultant will assist in identifying and engaging with the Action Plan Partners.

The Action plan will focus on evidence-based practices and will include low cost, high impact strategies such as street lighting and safe walkways to maximize the safety impact of our investment and ensure that everyone in the community benefits. The Action Plan will include a safe drop-off and pick up zone for children on the route to and from school. Rural low-income residents rely on limited routes for work, grocery store or medical appointments. The Action Plan will focus on roadway safety with improved signage and warnings.

4. Proposal Requirements

Interested consultants shall submit a proposal that includes the following components:

General Information/Qualifications. The Proposal should be no longer than 20 pages and address the following general information and qualifications:

The technical proposal prepared in response to this RFP shall contain at a minimum the following information:

1. The name, address, phone, and email addresses contact information of the firm submitting the RFP and identification of a parent company, if any.
2. The name, office location, qualifications (brief bio), and experience of the individual who would be designated as the lead manager as well as any other team members, partners or sub-contractors contributing to the projects.
3. Brief statement of qualifications together with appropriate supplemental information demonstrating of staff that would be assigned to the project.
4. Proposals must address why the Firm is uniquely qualified to complete the services, and must specifically address:
 - a. The total number of years the Firm has worked with Tribal Governments.
 - b. A summary of similar transportation projects that the Firm has worked on.
5. Proposal needs to summarize understanding of project work and key work tasks required.
6. Provide a proposed schedule outlining timeline for key work elements and overall action plan completion dates.
7. A list of at least two relevant references.
8. Any other information relevant to demonstrating qualifications to perform the work contemplated by the RFP.

Cost Proposal. The Proposal should address the following information about costs:

1. The consultant shall provide a cost proposal for completing the services. Cost should be broken down by key tasks, identify deliverables for each task and then overall costs. The consultant will be required to provide monthly invoices detailing all work performed.
2. The cost proposal shall include any expenses for which the consultant expects reimbursement.

Certifications.

1. In addition, the consultant shall certify in its response to the best of its knowledge and belief, that it and its principals/employees:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal, State, Local or Tribal department or agency.
 - b. Have not within a five-year period preceding this proposal been convicted of 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, Local or Tribal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft,
 - c. forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal).
 - e. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal State, Local or Tribal) terminated for cause or default.
- 5. Native Preference** – This RFP is not restricted to companies owned by Native persons. However, preference will be given to Native and Alaska Native consultants/ contractors (“Native Consultant/Contractor”) that submit responses that are substantially equal to responses submitted by a non-Native consultant/contractor. Native Consultant/Contractor or “Indian-Owned Economic Enterprise” means any Indian-owned commercial, industrial, or business concern established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise on a continuing basis for the duration of the project. A consultant/contractor claiming Native Preference must submit evidence demonstrating qualification for that preference as part of the proposal.

6. Selection Criteria

The evaluation of each proposal will be based on the content of the proposals. The proposal with the highest number of points awarded will be the selected proposal for the work (subject to meeting

all other qualifications/requirements). Each proposal can receive a maximum of 100 points. The proposals will be ranked based on the following areas with the maximum number of points for each area designated below:

1. Ability to provide the consulting services based on qualifications (25 points)
2. Project Understanding and proposed scope of work and schedule (25 points)
3. Experience working with Tribal Governments (15 points).
4. Competitiveness of cost proposal (20 points)
5. Native preference (15 points).

7. Submission Details

Proposals may be submitted by mail, by facsimile, or by email. The Band may deem a proposal that fails to address content that is applicable to the consultant as non-responsive and ineligible for consideration.

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8. Inquiries

Questions about this RFP may be directed via email to Doris Isham (disham@boisforte-nsn.gov). In the subject line for the inquiry, please insert “RFP – Transportation Planning Services”.

9. General Terms, Limitations, Reservation of Rights

The following terms, limitations, and reservation of rights apply to this RFP:

1. Interviews with top-ranked consultants may be held to clarify and review proposal and qualifications only.
2. The Band reserves the right to review any proposal in full or in part and to accept or reject any or all proposals.
3. The Band reserves the right to select the successful consultant on the basis of proposals received, without seeking further information for clarification from the consultant.
4. Any award granted pursuant to this RFP shall be subject to the terms and conditions of a written contract between the Band and the consultant selected.
5. The Band reserves the right to:
 - a. Modify or otherwise alter any or all requirements herein. If the Band modifies, the responding consultants will be given an equal opportunity to modify their proposals as identified in writing by the Band.
 - b. Reject any proposals received for whatever reason.
 - c. Terminate this RFP at any time, without cause or reason.
6. The Band shall not be responsible for any expenses incurred by the applicant to prepare or deliver a response to this RFP, or to attend a virtual pre-award conference with the Band.
7. The Band's determination on whether to make this award will be based solely on the Band's best interests as understood by the Band.
8. Prior to any award and upon the Band's request, the apparent successful proposer must provide the information required of any consultant who does business with the Band, including the consultant's legal name, address, federal tax identification number, and evidence of insurance policies that meet minimum insurance specifications for the award.
9. The consultant must disclose to the Band the use and identity of all subcontractors it uses in carrying out the requirements herein. The Band reserves the right to approve all subcontractors chosen (in its sole discretion) or to prohibit use of subcontractors. The consultant shall be solely responsible for the satisfactory performance of and compensation to all subcontractors approved.
10. The laws and procedures of the Band shall govern all rights and duties under any contract that may result from the RFP.
11. In the event of bankruptcy or receivership of any consultant/contractor, the applicable contract is null and void, and is terminated without further notice.
12. This RFP shall not be construed as a waiver of the Band's sovereign immunity.