

April 27, 2016

Sutter Butte Flood Control Agency
Request for Proposal
For Professional Ethnographic Services

The Sutter Butte Flood Control Agency (SBFCA) is hereby soliciting cost proposals from qualified professional historians, ethnographers, or anthropologists (linguistic, archaeological, and social-cultural specialists) that may lead to the award of a contract for focused anthropological documentation services for the portion of the Feather River West Levee Project (FRWLP) in Sutter County, California. The portion of the FRWLP to which this RFP applies is generally described as a ±29-mile long, one-mile wide stretch of the Feather River from its confluence with Honcut Creek to the Sutter Bypass on the south, located exclusively within Sutter County. It is illustrated as Project Areas A, B, and C on Exhibit A (hereafter, “Project Area”). However, it is understood by SBFCA and United Auburn Indian Community (UAIC) that the work product may relate to areas that reasonably extend beyond the FRWLP Project Area.

Background Information:

The following documentation is available for review, either through the links below or by request.

Feather River West Levee Project Final Environmental Impact Report (April 2013)

Final 408 Permission Environmental Impact Statement (June 2013):

http://www.spk.usace.army.mil/Portals/12/documents/usace_project_public_notices/FRWLP_Final_EIS_June2013.pdf

http://www.spk.usace.army.mil/Portals/12/documents/usace_project_public_notices/FRWLP_Final_EIS_Appendices.pdf

Addendum to the Feather River West Levee Project Final Environmental Impact Report (June 2015)

Notice of Preparation of Supplemental Environmental Impact Report for Feather River West Levee Project (October 2015):

http://sutterbutteflood.org/wp-content/uploads/2013/09/NOP_FRWLP_Supp_EIR_signed.pdf

Draft Supplemental Environmental Impact Report for Feather River West Levee Project (April 2016):

<http://sutterbutteflood.org/notices-documents/>

California Native American Heritage Commission Public Resources Code Sections 5097.9, 5097.94(g), and 5097.97 Investigative Report Concerning the Feather River West Levee Project

Sutter Butte Flood Control Agency, CEQA Lead Agency State Clearinghouse Number 2011052062
U.S. Army Corps of Engineers, Sacramento District, NEPA Lead Agency Pursuant to the Request of
the United Auburn Indian Community of the Auburn Rancheria A Federally Recognized Native
American Tribe, March 19, 2015

General Requirements:

The successful proposer must demonstrate:

- Experience providing professional ethnographic services and related documentation
- Appropriate academic credentials, such as a certification or degree in Anthropology or closely related and applicable field
- Ability to follow the Seven Principles of the American Anthropological Association's Statement on Ethics
- A strong and positive working relationship with the United Auburn Indian Community (UAIC)
- Knowledge and familiarity with the prehistoric, archaeological, and ethnographic settings of the Feather River Basin and the Project Area
- Ability to obtain confidential records search information from the California Historical Resources Information System (CHRIS) and conduct a Sacred Lands File search

Scope of Work:

The successful Consultant will be a qualified professional that can carry out a focused ethnographic study of the Project Area as it relates specifically to UAIC using all available and applicable audiovisual media as well as archival, ethnographic, and oral history data for the vicinity. The purpose of the study is to gather and synthesize information held by UAIC, SBFCA, its consultants, and the U.S. Army Corps of Engineers regarding the Project Area and produce a document that interprets the tribal history in a respectful and culturally-appropriate manner.

In carrying out the study, the Consultant shall follow the Seven Principles of the American Anthropological Association's Statement on Ethics (2012) when drawing from the tribe's oral history, tribal interviews, anthropological literature, and existing archaeological data. The Consultant shall also follow the principles, preferences and conditions developed through consultation with the Tribe regarding oral histories, interviews, literature and anthropological data. If there is a conflict, these principles, preferences, and conditions will supersede the Seven Principles of the American Anthropological Association's Statement on Ethics (2012).

SBFCA expects that the Consultant will work with the UAIC exclusively. The Consultant is expected to achieve the Tribe's prior informed consent regarding any of the following, as needed: research methods, report format, expected outcomes, anticipated impacts of the research, expectations regarding anonymity and credit, confidentiality, ownership, dissemination, and the rights and responsibilities of research participants before commencing the Study. The UAIC Tribal Preservation Department will assist Consultant in facilitating contacts with tribal participants.

Deliverables:

The Consultant shall produce a written confidential ethnographic report for tribal use with all relevant

and necessary graphics and primary documentation, including copies of new or revised forms for any newly identified cultural resources recorded on UAIC, NAHC SLF, and/or DPR 523 series forms as determined appropriate by the Tribe after the information is compiled. UAIC will review drafts of the confidential report and any recordation forms and the Consultant shall respond to up to two rounds of comments. Upon completion, three hard copies and one PDF copy of the confidential report and any recording forms shall be submitted to UAIC.

A public version of the confidential report shall also be prepared. The Consultant and the Tribe will determine what information is appropriate for the public report; specific site location information and information that is deemed by the Tribe to be of exceptional importance to its religion or culturally-sensitive shall be excluded from the public report. However, the public report shall not be so limited in its information that it cannot be used by agencies and cultural resources consultants to aid in the identification of tribal cultural resources for future projects in the vicinity.

UAIC and SBFCA will review the draft of the public version of the report and the Consultant shall respond to up to two rounds of comments. Upon completion of the public version, one hard copy and one PDF copy of the public report shall be submitted each to SBFCA, the UAIC, the NAHC, and CHRIS.

Proposal Format:

The proposal shall include the following at a minimum:

Transmittal Letter – The letter should state the identity of all sub-consultants and responsibilities and be signed by an individual who has the authority to legally bind the firm to a contract, if awarded

Cover Page – Including firm name, title and date.

Demonstration of Understanding of Services – A discussion of the ethnographic services and deliverables showing the proposer’s understanding of the studies’ requirements and constraints.

Work Plan – Description of the approach and methods to be used to meet the objectives of the study, and the sequence and schedule of activities. Include all assumptions and caveats. Include an outline of the proposed ethnographic report, including any attachments. Changes to the scope of the work plan shall not change following contract execution unless mutually agreed.

Project Schedule – Provide a schedule for the completion of all the services as described in the Scope of Work.

Project Team – List of personnel directly assigned to the study, along with responsibilities on this study and resumes. Include an organizational chart of personnel involved in the project. SBFCA reserves the right to approve Consultant’s project manager and any requested personnel and subcontractor personnel changes during the course of the project. SBFCA will consult with UAIC on all approvals.

Statement of Experience and Qualifications – A list showing in reverse chronological order, for the last five years, any work that you believe qualifies your firm for this project. Provide the following information as a minimum: project name, project location, contact person (telephone number and relationship to the project).

Separate, Sealed Cost Proposal – A detailed accounting of the estimated number of hours and hourly rates for each employee and tribal informant working on the proposed project. Include all travel, report preparations, copying, office support and all other overhead costs. Provide the total “not to exceed” cap on costs. Submit this cost proposal in a separate envelope that is clearly labeled “Cost Proposal: FRWLP UAIC Ethnographic Study.” Note that per diem or honoraria for tribal members shall be identified as such and accounted for separately in the cost proposal and that no payments to UAIC employees (unless they are also tribal members) are allowed.

Proposal Submittal:

Proposals submitted for the requested professional services described in the preceding must meet the following criteria to be considered acceptable for consideration for this project:

Submit proposal no later than 4:30 p.m. on May 31, 2016 as follows:

For deliveries by USPS:

Mike Inamine
Sutter Butte Flood Control Agency
Post Office Box M
Yuba City, CA 95991

For deliveries by hand or overnight:

Mike Inamine
Sutter Butte Flood Control Agency
1441 Garden Highway
Yuba City, CA 95991

The proposal shall not exceed the equivalent of twenty-five (25), 8½” x 11” pages excluding the cover page, table of contents, and any index or attachment cover pages. Cover letters will be counted as part of the 25 pages. Brief resumes may need to be submitted to keep the proposals within this page limit.

A proposal received incomplete or late will not be accepted.

The cost of developing the proposal is the sole responsibility of the proposer.

SBFCA is not obligated to enter into a contract with any firm responding to this RFP and reserves the right to re-advertise this or another RFP if deemed necessary.

Evaluation of Proposals:

SBFCA and the evaluation committee will evaluate the proposals as described herein. The proposals will be opened and checked to ensure that each complies with the requirements of this RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection. UAIC will review RFP responses and assist in Consultant interviews.

The selection will consist of evaluating each proposal using the criteria below. Following an initial evaluation of the proposals, SBFCA may invite one or more firms to attend an interview and make a presentation to the evaluation committee. If SBFCA decides to conduct interviews, the selected

firms will be notified and interviews conducted in Yuba City, likely in early June.

SBFCA reserves the right to further negotiate scope and cost with the selected firm prior to contract execution. If agreement cannot be reached, SBFCA will turn to the firm ranked second to negotiate a contract.

Criteria

1. Demonstration of project understanding
 - Attention to and acknowledgement of unique aspects of project
2. Prior experience in providing anthropological services
 - Demonstrated ability to work effectively with UAIC
 - Previous projects listing with references
 - Quality of past performance
3. Qualifications and adequacy of key staff
 - Specific knowledge and experience of proposed ethnographer
 - Resumes of key personnel
 - Academic credentials of key personnel
 - Organization chart
4. Fee structure
 - Benefits of fee structure
 - Overall costs and value
5. Overall quality of proposal
 - Clear, concise, professional, thorough
 - Responsiveness to proposal requirements

Questions:

Submit all questions concerning this Request for Proposal by email to Sarah Modeste, s.modeste@sutterbutteflood.org. Questions must be submitted prior to close of business on May 20, 2016.

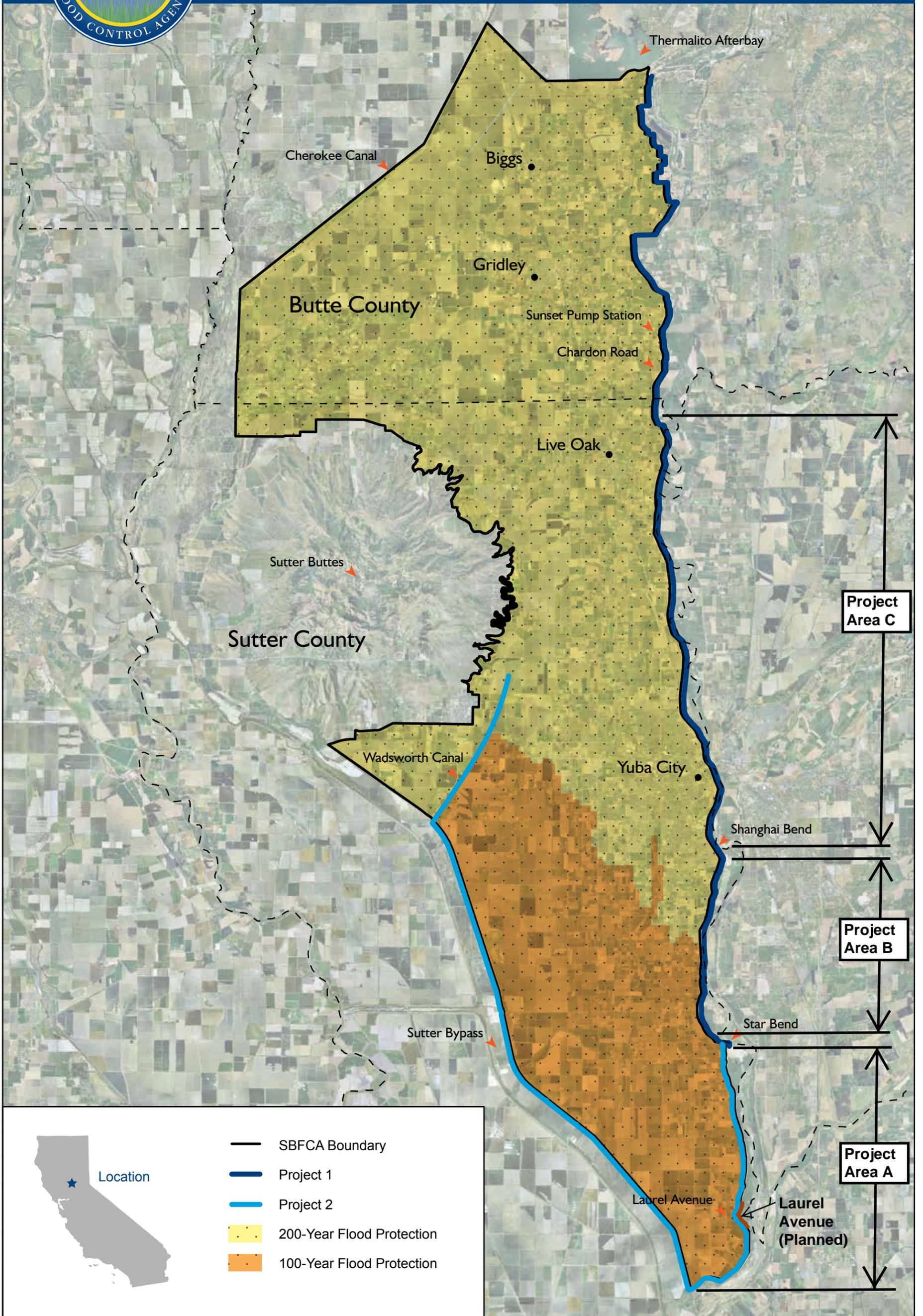
EXHIBIT A

Project Area



Sutter Butte Flood Control Agency

AREA PLAN MAP



- SBFCA Boundary
- Project 1
- Project 2
- 200-Year Flood Protection
- 100-Year Flood Protection

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 201_, by and between Sutter-Butte Flood Control Agency (“SBFCA”), and _____, (“Contractor”) (each a “party” and collectively “the parties”).

RECITALS:

A. SBFCA has determined that it is desirable to retain a contractor for flood management services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. SBFCA desires to retain Contractor to perform the proposed services.

AGREEMENT:

SBFCA and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the engineering services as described in Exhibit ‘A’, during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. The compensation to be paid by SBFCA to Contractor for services as described in Exhibit ‘A’ shall be in accordance with Contractors Rate Schedule provided in Exhibit ‘B’, but not to exceed _____. Contractor shall be reimbursed for out-of-pocket expenses incurred for travel, postage and delivery, and long-distance telephone charges. Contractor shall provide SBFCA with an itemized statement of expenses by category of expense as part of each monthly billing statement.

B. SBFCA shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

C. Contractor agrees to testify at SBFCA’s request if litigation is brought against SBFCA in connection with Contractor’s work. Unless the action is brought by Contractor or is based upon

Contractor's negligence or intentional tortious conduct, SBFCA will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit 'B'.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. SBFCA shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to SBFCA:

Sutter Butte Flood Control Agency
Mike Inamine
1227 Bridge Street, Suite C
Yuba City, CA 95991

If to Contractor:

[Address of Contractor]

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. SBFCA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds SBFCA harmless from any and all claims that may be made against SBFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of SBFCA as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

D. As an independent contractor and not an employee of SBFCA, Contractor shall have no right to act on behalf of SBFCA as its agent or have the authority to bind SBFCA to any obligation.

6. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to SBFCA. Contractor shall possess no authority with respect to any SBFCA decision. SBFCA is responsible for and shall make all governmental decisions related to work of Contractor.

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of SBFCA.

8. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor shall become the property of SBFCA and shall be delivered to SBFCA upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work product of this Agreement to any third party, person, or entity, without prior written consent of SBFCA. Upon reasonable notice, SBFCA representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement. Contractor may not publish information obtained in connection with services rendered under this Agreement.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless SBFCA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by SBFCA), injury, or damage caused by the recklessness, negligent acts or omissions, or intentional misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of SBFCA, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Sutter Butte Flood Control Agency
Sarah Modeste
1227 Bridge Street, Suite C
Yuba City, CA 95991

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to SBFCA. All Certificates of Insurance shall provide that SBFCA shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.

B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

(i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than two million dollars (\$2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to SBFCA, and members of the Board of Directors of SBFCA, the officers, agents and employees of SBFCA, individually and collectively, as additional insureds.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by SBFCA, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified SBFCA insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to SBFCA at the address as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.

(ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

(iii) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall include an endorsement whereby the insurer agrees to waive all rights of subrogation against SBFCA, Board of Directors, and officers, officials, employees and volunteers of SBFCA for losses arising from work performed by the Contractor under this Agreement.

(iv) Professional Errors and Omissions Liability Insurance in an amount not less than one million dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

c. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

11. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

12. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by SBFCA shall not be deemed to constitute acceptance or waiver by SBFCA of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. SBFCA shall promptly notify Contractor of any defect in Contractor's performance.

13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after SBFCA's final payment:

A. Contractor shall allow SBFCA's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to SBFCA or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. SBFCA and Contractor shall be subject to the examination and audit of the State Auditor, at the request of SBFCA or as part of any audit of SBFCA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor shall not publish or disclose to any third party documents or data without the prior written consent of SBFCA. However, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either SBFCA or Contractor.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail,

postage prepaid and addressed to SBFCA or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to SBFCA copies of all writings prepared pursuant to this Agreement. The term “writings” shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to SBFCA upon termination become the property of SBFCA.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to SBFCA for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

20. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between SBFCA and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

23. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

CONTRACTOR

By: _____

Chairman

By: _____

Contractor

DATED: _____

DATED: _____

APPROVED AS TO FORM:

By: _____

SBFCA General Counsel