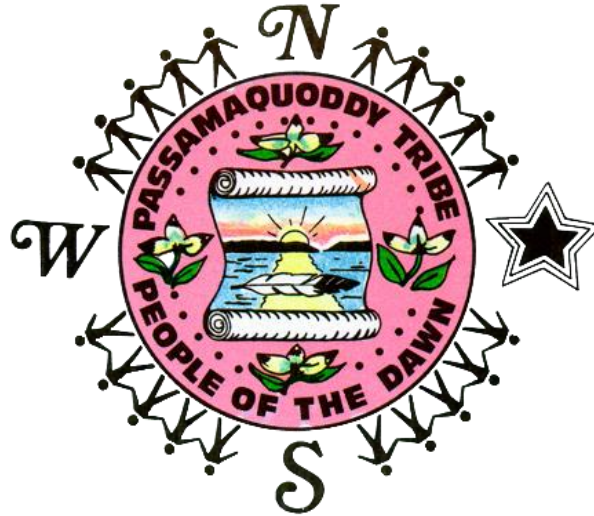


# Passamaquoddy Tribe Government (PTG) of Pleasant Point

## Department of Finance



### RFP #004 YEAR 2025

*The Passamaquoddy Tribal Government at Pleasant Point, Maine is requesting engineering services related to the relocating the Wastewater Treatment Plant and related infrastructure out of the current and projected 100 year flood plain as determined in the April 2024 “CLIMATE ADAPTATION PLAN (CAP) SEWER COLLECTION SYSTEM, PUMP STATIONS, AND WASTEWATER TREATMENT FACILITY”*

*The selected engineer will be responsible for designing, bidding, provide project administration, and provide inspection associated with protecting the existing plant and with relocating the new wastewater plant and potentially the associated infrastructure identified in the 2024 CAP Plan.*

While this project is phased, protecting the existing infrastructure and design of the relocated plant is funded.

RFP Questions and Submissions	<p><u>Please reference the RFP Number in the subject line.</u></p> <p><i>All communication regarding the RFP <u>must</u> be made through the procurement email <a href="mailto:procurement@wabanaki.com">procurement@wabanaki.com</a></i></p>
Submitted Questions Due	<p><i>All questions <u>must</u> be received by the RFP Coordinator identified above by: <u>Date:</u> May 2nd, 2025, no later than 11:59 p.m., EST</i></p>

<b>Proposal Submission Deadline</b>	<i>Proposals <u>must</u> be received by the Division of Procurement Services by:</i> <b><u>Submission Deadline:</u></b> May 23rd, 2025, no later than 11:59 p.m., EST
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## **1. About our Community**

The Passamaquoddy Tribe at Pleasant Point is one of two federally recognized Passamaquoddy Tribes in Maine, United Tribes, the other being the Passamaquoddy Tribe at Indian Township. Pleasant Point is located on a peninsula along the eastern coast of Maine, near the town of Perry.

The Tribe at Pleasant Point, like its counterpart at Indian Township, is part of the larger Wabanaki Nation. In 1890, the Passamaquoddy became the first indigenous people to be recorded in the world. The Pleasant Point Reservation encompasses approximately 200 acres of land, which is held in trust by the federal government for the Tribe.

The Tribe's government operates under a constitution and elected tribal council, which oversees various tribal departments and programs, including education, health services, social services, housing, wastewater and natural resource management.

Economically, the Tribe engages in a variety of industries, including fishing, forestry, and tourism. Fishing, particularly the lobster and scallop industries, is a significant source of revenue and employment for tribal members. The Tribe also operates cultural and educational programs to preserve and promote Passamaquoddy traditions, language, and arts.

The Passamaquoddy Tribe at Pleasant Point faces many of the same challenges as other Indigenous communities in the United Tribes, including economic disparities, health disparities, and cultural preservation. Despite these challenges, the Tribe continues to work toward self-sufficiency, cultural revitalization, and community empowerment.

## **2. General Provisions**

Businesses must carry at a minimum of \$1,000,000.00 in general liability insurance as verified by a Certificate of Insurance with the Passamaquoddy Tribe Pleasant Point listed as the covered party.

Evidence of the business being a legal entity through either insurance listed as a business and/or letter from the Maine Workers' Compensation Board stating the entity is an approved self-employed business.

From the time the RFP is issued until award notification is made, all contact with the Tribe regarding the RFP must be made through the RFP Coordinator. No other person/ Tribe employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the Tribe's discretion.

Issuance of the RFP does not commit the Tribe to issue an award or to pay expenses incurred by a Proposer in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.

All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Tribe. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of the RFP.

Proposers will take careful note that in evaluating a proposal submitted in response to the RFP, we will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal information of previous contract history with the Proposer (if any).

The proposal must be signed by a person authorized to legally bind the Proposer and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the proposal acceptance date.

The RFP and the awarded Proposer's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Tribe.

The Tribe, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP. The tribe reserves the right to accept or reject any or all proposals based on the sole determination of the tribe.

All applicable laws, whether or not herein contained, are included by this reference. It is the Proposer's responsibility to determine the applicability and requirements of any such laws and to abide by them.

PTG in awarding the bid will give preference to a Native American owned business. The Native American business must provide evidence that the ownership of the enterprise is owned 51 percent by a tribal member to be considered a Tribal owned entity.

(1) The Indian Self-Determination and Education Assistance Act [ 25 U.S.C. 450b] defines "Indian" to mean a person who is a member of an Indian Tribe and defines "Indian Tribe" to mean any Indian Tribe, band, nation, or other organized group or community including any Alaska native village or regional or village corporation as defined or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United Tribes to Indians because of their status as Indians.

(2) In section 3 of the Indian Financing Act of 1974 ( 25 U.S.C. 1452) *economic enterprise* is defined as any Indian - owned commercial, industrial, or business activity established or organized for the purpose of profit, except that Indian ownership must constitute not less than 51 percent of the enterprise. This act defines *Indian organization* to mean the

governing body of any Indian Tribe or entity established or recognized by such governing body.

The Proposers will be required to submit the necessary paperwork to show that the business is 51 percent owned by a Tribal member to be considered a Native Owned Business.

**(3) If applicable**, the Contractor must use Davis Bacon Wages and fill out form WH-347 before payments are made.

PTG reserves the right to reject any or all proposals at its sole discretion with or without cause, to waive any and all irregularities with regard to the specifications and to make awards in the best interest of PTG.

Please be advised that solicitations issued are subject to the Code of Ethics and Procurement Policies of Pleasant Point Passamaquoddy Reservation Tribal Government.

### 3. Scope of Work

#### Background

The tribal government owns, operates and maintains a .150 mgd secondary wastewater plant that is located in the current 100 year FEMA Flood Plain as well as a collection system consisting of 9 pump stations, and approximately 7 miles of sewer pipe.

The wastewater treatment plant is currently in the precarious position of having many of its critical components, including its buildings and reactors, located as much as two to three feet below the present 100-year flood elevation. This will become an increasing concern in the future with modeled flood elevations showing the plant being as much as three to six feet below water. The layout and configuration of the present treatment plant does not lend itself very well to practical resiliency measures since many of the reactors are located inside the operations Building which is, itself, in danger of being flooded.

Pump Stations 2 has the current potential to flood, while pump stations 1 and 5 have the potential to become submersed by 2075.

The current plant was constructed in 1993 and upgraded in 2005.

In addition to the current plant and minor upgrades have been completed in the past that include VFD's on the blowers, return pumps and the chemical pumps. Other small minor upgrades include sludge holding tank by the return RAS pumps, and other flooding mitigation efforts.

The current plant consistently meets its permit limits.

The tribe is looking to finalize the property on which the new plant will be constructed. The work to select a viable property is not within the scope of this project.

As a minimum all proposals will include the following:

1. **Review the Existing** – Climate Adaption Plan dated April of 2024

2. **Review of the current record drawings** -The selected firm will become familiar with the current system infrastructure.
3. **Meeting** – The selected engineer will need to plan on meetings to update the Tribal government from time to time.
4. **Grant Assistance** – Work with the tribal wastewater superintendent and Planning Director to identify potential grant opportunities. Developing, coordinating and providing technical assistance on all-grant applications to support construction of the needed upgrades including the relocation of the wastewater plant.
5. **Design** – Determine and design all elements of the relocation including any needed environmental reviews and needed mitigation projects.
6. **Bid** - All associated elements of the project will be developed by the engineer to be reviewed and approved prior by the tribe prior to being bid by the engineer. The engineer will review all bids and make a recommendation of award to the tribe.
7. **Construction Contracts** – Develop, review and make recommendations prior to the tribe awarding projects.
8. **Construction Administration** – Provide administration for pay requests and all needed project administration.
9. **Project Inspection** – Provide inspection for all aspects of the project or projects.
10. **Record Drawings** – Provide as Built Drawing for all aspects of the project.

#### 4. Submittal

Engineering are encouraged to submit other items that are needed to conclude a successful project. All firms will submit Nine (9) copies of Proposals must be clearly marked: “Engineering Services Proposal Wastewater Plant Relocation Project “.

**Submittals delivered after the deadline will not be considered.**

#### PROPOSAL SUBMISSION REQUIREMENTS

The proposals may be in any format that works best for RFP respondents, but shall include as a minimum, the following information:

- Transmittal Letter: A brief letter summarizing project team’s qualifications, project understanding and project approach.
- Company profile: Firm size qualifications and services.
- Project Team: Names of the project manager and relevant team members that will be assigned to this project with their capabilities and experience with at least similar projects.
- List of similar Projects: Provide a list of 5 projects that outlines your firm’s experience.
- Project Approach: Outline of the proposed scope of work and approach with estimated project schedule including timelines for specific tasks.
- Project Administration: Experience with similar projects.
- Workload Capacity:: Firm’s workload and capacity to perform the work while meeting the tribe’s schedule.
- References: Names, addresses, and telephone numbers of representatives of current or recent clients familiar with the work your firm and project team (three suggested). Include a Contact Person and telephone number for each reference.
- Cost Proposal: Provide a cost proposal based on your firms proposed “Scope of Services” Include as a minimum: 1) Expected method of payment with a Not-to-Exceed lump sum cost; 2) All direct and indirect costs for performing the work; 3) A person-hour breakdown by discipline and task with hourly costs; 4) A cost breakout for attending extra meetings beyond those considered in your proposal scope of work. Note: The final fee and scope will be negotiated between the Tribe and the preferred firm.
- Sub Consultants - Proposals contemplating the use of sub-consultants must include the information requested in this section for each sub-consultant.
- A copy of the firm’s liability insurance: Provide a copy of both general and professional liability insurance with stated limits.
- Additional Data: Provide any additional data you consider essential to the submittal.

## SELECTION PROCESS AND CRITERIA

The proposal review team will be assembled by the Tribe. The following guidelines will be used when reviewing and ranking the Engineer submittals:

1. Project team qualifications and relevant experience with similar projects	20 Pts
2. Approach to Project Scope	20 Pts
3. Reference’s satisfaction with quality, timeliness and budget management	20 Pts
4. Cost based on the Proposed Project Scope	20 Pts
5. Availability and ability to meet deadlines	20 Pts
Total Possible Points	100 Pts

Engineers with top ranking proposals may be selected for an interview. If an acceptable contract cannot be negotiated with the finalist, the firm ranking second will be interviewed.

Following final selection, the parties shall execute a contract based on this RFP and the selected Engineer's proposal. Project work under this proposal may not begin until the Tribal Government and the successful firm executes a Contract.

## **5. Contract Terms**

The Tribe is seeking a cost-efficient proposal to provide services, as defined in this RFP. The actual contract term (start, end dates) will be established by a completed and approved contract. The Tribe is seeking the Respondent's position and point of view on their recommended approach and timeline that will be most beneficial to the Tribe and lead to a successful and cost-effective implementation.

The Tribe anticipates making one (1) award as a result of the RFP process.

## **6. Safety Requirements**

The contractor must comply with all Federal, Tribe and local safety laws and regulations applicable to work performed under this contract

## **7. Changes in Contract**

All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the tribe.

## **8. Payment Terms**

Invoices will be made out the Passamaquoddy Tribe and paid net 30 from the time the Tribe receives the invoice.

## **9. Conflict of Interest**

The Contractor covenants, that:

1. Presently, there is no financial interest and shall not acquire any interest in the Tribal Government.
2. In the performance of this contract, no person having any such interest shall be employed by the contractor.
3. No partner or employee of the firm is closely related to any Tribal Council member or employee of the Tribal Government. PTG defines an "Identity of Interest" as any relationship where the Contractor and PTG are related, and/or affiliated through a business relationship. This could, for example, be contractor works for PTG or closely



related to someone who works for PTG and/or council member. Closely related defined as follows; Father, mother, father-in-law, mother-in-law, Grand parent, brother sister, brother-in-law, sister-in-law, Aunt, Uncle, step father, step mother, step sister, step brother and any significant other of any of the mentioned closely related family member.

Any identity of interest must be notified to the Tribal Government with submittal of bid. This does not preclude you from bidding but all identity of interest must not be involved with the bid process. Any identity of interest must also be submitted along with the bid.

## **10. Termination**

The Passamaquoddy Tribal Government may terminate this contract for cause if it determines that any of the following circumstances have occurred:

1. Work has been abandoned
2. Contractor has sublet or assigned the work without written consent
3. The Contractor no longer has the necessary insurance required
4. The Contractor has substantially violated any provisions of the Contract.