

REQUEST FOR PROPOSAL

WATERFRONT DEVELOPMENT

**Seneca Nation Cuba Lake/Oil Spring Territory
& Highbanks Campground**



Proposals Due: July 07, 2023

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Section 1 - Introduction and Instructions

RFP Overview

This Request for Proposal (RFP) is issued by the Seneca Nation. The purpose of this RFP is to establish a contract with a qualified vendor for consultant planning services to develop a Local Waterfront Revitalization Feasibility Study.

All communications regarding this bid should be addressed to:

Courtney John-Jemison

Community Planner- CPDD

12837 Route 438

Irving, New York 14081

Phone: (716) 532-4900 x5093

Courtney.John.Jemison@SNI.org

Kortney Keyes

Director- Visitor Economy Management Office

90 Ohi:yo' Way

Salamanca, New York 14779

Phone: (716) 945-1790 x7007

Kortney.Keyes@SNI.org

All questions regarding this RFP shall be directed to above contacts no later than 4:30PM, June 30, 2023.

All corrections and changes will be made as an official addendum through the Seneca Nation and emailed to all respondents. It shall be the respondent's responsibility to ensure they received all addendums before submitting their proposal.

RFP deadlines may be adjusted by the Seneca Nation to ensure quality responses.

The Seneca Nation reserves the right to reject any and all responses, to waive any information, or irregularities therein, and to make an award in whole, or in part as deemed in the best interest of the Seneca Nation. Late, or unsigned proposals will not be accepted, or considered. It is the responsibility of firms to ensure that their proposal is received by the time and date specified in the RFP.

Seneca Nation Background

The Seneca Nation of Indians is a federally recognized Indian tribe (Federal Register, January 28, 2022) that reorganized its tribal governmental structure in 1848 with the adoption of a formal written Constitution. Today the people of the Seneca Nation live and work on the same lands that Seneca people have inhabited for over 1,000 years. Seneca people continue to care for the forests, valleys, and shorelines of Western New York which has been a prominent tradition since before reported history. The Creator's gifts from the land and waters are revered among the Seneca, as it is their obligation to pass along this legacy to future generations.

The Seneca Nation has over 8,500 enrolled members and holds title to five territories in Western New York, specifically, the Allegany, Buffalo Creek, Cattaraugus, Niagara Falls, and Oil Spring territories. Approximately 35 miles east of the Allegany Territory in Salamanca, NY lies the Oil Spring Territory which is one square mile of land (641.9 acres) in a rural wooded area. Included are lake front parcels in a popular residential and recreation area of Cuba Lake. This territory is entirely in Allegany County bordering Cattaraugus County in the southern portion of Western New York served by Interstate Route 86. There are both Seneca Nation and Seneca privately owned businesses on the territory. A Seneca Nation owned "One-Stop" operates adjacent to a Class III gaming facility that opened on July 4th of 2014. The gaming facility and One-Stop draw business from tourists that visit the lake, as well as from the Southern Tier Expressway that passes the territory a short distance to the south. Much of Oil Spring is pastoral in nature, but because of the new gaming center and the attraction of Cuba Lake, the territory has considerable visibility, as well as places for considerable economic opportunities.

The Cuba Lake properties on the Oil Spring Territory, include lake-front land owned by the Seneca Nation. Cuba Lake district is known as a boating and fishing destination, including ice fishing in the winter months.

The Highbanks Campground sits overlooking the scenic Allegany Reservoir in Steamburg, NY located on the Seneca Allegany Territory. The area hosts cabins, chalets, RV hook ups, and rustic camping amenities. In the summertime during its busy tourist season it provides a boat launch and dock slips for visitors and local residents. The local waterway that crosses the Seneca territory is overseen by the Seneca Nation Conservation and Environmental Department.

RFP Schedule

These dates best represent the Seneca Nations estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule may be shifted by the same number of days.

The approximate RFP schedule (subject to change based on requirements by the Seneca Nation) is as follows:

RFP issued:	June 09, 2023
Deadline for full submission:	July 07, 2023
Interviews for Proposals:	August 7-9, 2023
Selection made by Seneca Nation Representatives:	August 22, 2023
Selection is approved:	September 9, 2023

Instructions

The Seneca Nation will officially distribute RFP packets from the Community Planning and Development Department. Submission packet documents are also available on the Seneca Nation website www.sni.org/about-out-government/rfp-rfq/.

The envelope or package containing the submission must bear the vendor's name and address, be sealed, and must be clearly marked for which the submission is for.

Vendor(s) must submit or deliver one (1) original and (5) paper copies, together with one copy in PDF format on a USB/thumb drive of the proposal to:

**Community Planning and Development Department
c/o Community Planner
12837 Route 438
Irving, NY 14081**

Proposals will not be accepted via facsimile transmission, or other telecommunication, or electronic means. Postmarking by the due date will not substitute for actual proposal receipt by the Seneca Nation. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

****Proposals must be received by the Community Planning and Development Department on or before July 07, 2023, by 4:30 PM. Proposals received after the deadline will not be considered.****

Section 2 – Scope of Work

Introduction

The Seneca Nation is soliciting proposals for a qualified consultant to prepare a waterfront revitalization plan for the Seneca Nations Cuba Lake/Oil Spring Territory, and Highbanks Campground.

The plan will identify appropriate land and water uses, projects, infrastructure, and public enhancements along the Cuba Lake and Allegany River respectively. The project will be driven by a robust community engagement process, a focus on improving economic prosperity by investing in waterfront development and supporting projects that promote walkability, cultural awareness, a local sense of place and quality of life, and environmental protection. The plan will identify potential projects and actions that articulate a future vision for the waterfront areas.

The Seneca Nation has been awarded a grant by the American Rescue Plan Act under the Economic Development Agency (EDA) with funds to complete this project. Any additional funding will be sought after once a successful plan is presented to the Nation. The Community Planning and Development Department and the Visitor Economy Management Office will oversee and guide the project. The selected consultant will work closely with both departments throughout the duration of the contract.

The project is intended to build upon previous waterfront planning. Documents of reference include but are not limited to: Cuba Lake Waterfront Feasibility Plan, Cuba Comprehensive Plan, A Joint Effort Between the Town and Village, (Feb 2021) created by the Cuba Comprehensive Plan Committee & Allegany County Office of Planning.

This Request for Proposals seeks qualified individuals to create a Development Feasibility Study for waterfronts at Seneca Nation's Cuba Lake/Oil Spring Territory and Highbanks Campground. This Development Feasibility Study will include a Market Analysis Development, Environmental study, and a Waterfront Business Plan.

The proposed economic feasibility study will assess the potential benefits of development on the territories' waterfront properties. The Seneca Nation will hire a consulting firm that is experienced in working with waterfront development to help determine the efficacy of possible business ventures. A consultant will be positioned to calculate all resources that have been put into potential waterfront development and will assess resources still needed for implementation, which will help the Seneca Nation guide their next steps for economic development. The proposed feasibility analysis will be used to determine the viability of development activities on said waterfronts, ensuring that moving forward will be technically feasible as well as economically justifiable. The Seneca Nation's Community Planning and Development Department will lead this component.

Section 3 – Proposal Format and Content

Proposal Requirements:

Proposal shall be limited to a maximum of 20 pages including all the following documents:

General Documentation:

- Company name, address, and phone number
- Point of contact (name, title, email, and phone number)
- Documentation to identify key personnel and any sub-consultants

Qualification Documentation:

- summary of understanding
- a detailed description of the responder's qualifications and experience, including experience providing similar services in similar scenarios
- a detailed scope of services that the firm can provide including information displaying the firm's capability and approach to perform the required tasks
- experience working on any Seneca Nation projects, other Seneca Nation Projects, and/or projects with nationally recognized tribes
- other information that the proposer deems relevant for consideration

Background Info and Experience

Provide specific information about your experience in waterfront development, if any in Western New York, or New York State, with economic development, open space planning, cultural tourism, public engagement. In particular, identify experience with other waterfront projects your firm may have completed or assisted in. Please provide reference to any supporting documents and contact persons.

Project Team

Provide a project organization chart that identifies the project manager and the project team members together with sub consultants and sub-contractors if possible and including resumes of individuals that will work directly on the project.

Budget

Provide a proposed budget that includes a breakdown of the costs per task (including any additional proposed tasks). The cost breakdown must provide the estimated number of hours dedicated to each task (or sub task). A rate/hour fee schedule for each staff member and/or consultant that will complete work on the projects. Detailed breakout of fees, direct/indirect costs, and markups including, but not limited to; any additional indirect costs that may be associated with the project cost, any travel/ transportation, reproduction, print, material, or other anticipated costs. Periodic and final payments will be tied to review and acceptance of work projects and reports. Consultants responding to this RFP should handle fees on a "not to exceed" lump sum account basis.

Schedule

Provide a preliminary schedule showing the completion dates for each task. A more detailed schedule may be requested by the Seneca Nation if needed. Please note the completion date of this project is August 2024. Extensions beyond this may need further federal approval.

Payment

The successful Consultant shall receive payment as the work is completed and documented. To receive payment the vendor shall submit detailed invoices to the Seneca Nation.

The Seneca Nation may withhold payments hereunder for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with provisions of the contract, third party claims filed, or reasonable evidence that a claim will be filed or other reasonable clause.

Changes, Additions, Deductions, and additional work

Upon proper action by the Seneca Nation, they may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the Consultant. No extra work may be done, or any obligation incurred except upon written consent by the Seneca Nation. If any change causes an increase or decrease in the Consultants cost of, or the time required for the project, the Seneca Nation shall make a modification if necessary and approved.

Section 4 - Contract Award

It is the Seneca Nations intent to enter a contract with a vendor with the lowest total cost who best demonstrated the ability and technical plan to expedite the requirements of this RFP. The evaluation criteria for this RFP will be as follows:

1	The proposal narrative and ability to design a project that will accomplish the overall project goals; and	20
2	The clarity and comprehensiveness of the proposed approach to the entire project, particularly the public consultation component; and,	20
3	Expressed understanding of the intended community outcomes of the project, as well as its relationship with the required EDA approved "work plan"; and,	20
4	Experience, professional qualifications, and evidence of project personnel expertise- contractor and subcontractors- on similar projects having objectives similar to those described herein; and,	20
5	Ability to bring the project to a timely conclusion; and,	10
6	Clarity and breakdown of proposed budget.	10
TOTAL:		100

The Seneca Nation reserves the right to reject all bids, waive technicalities, and make the award as deemed in the best interest of the Seneca Nation.

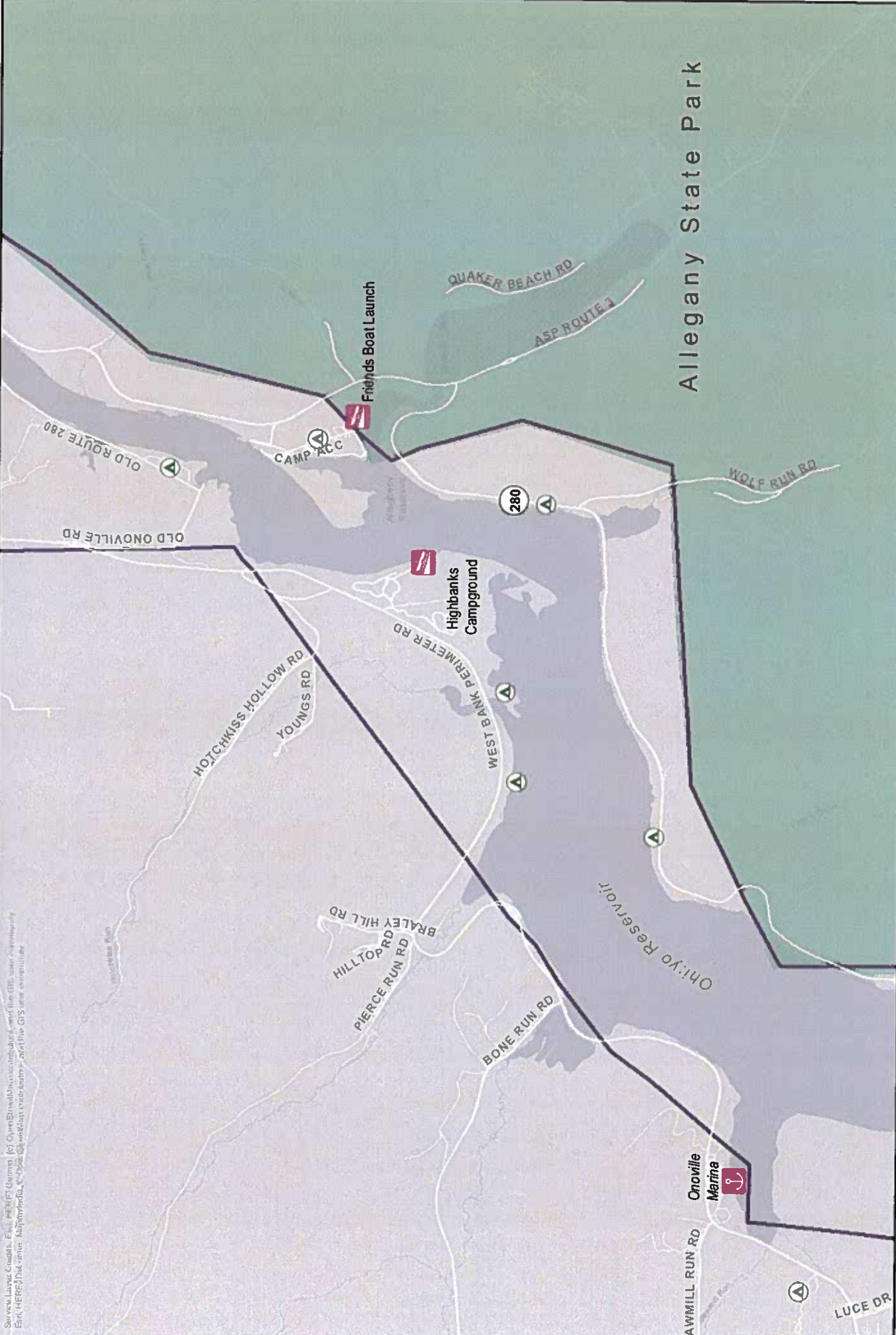
Selected Consultant agrees to work diligently to complete this contract by the earliest possible date. The Seneca Nation desires the project be completed by the date set forth in the successful proposal, unless the Seneca Nation initiates additions or deletion by written order, or in its sole discretion.

Section 5- Standard Proposal Information

The proposed Development Feasibility Plan will be used to determine the viability of development activities on the Cuba Lake and Highbanks Campground Waterfronts and to ensure moving forward will be economically justifiable. The consultant position will be expected to deliver the following:

1. **Development Feasibility Study:** the economic feasibility study will assess the potential benefits on the Seneca Nation's Cuba Lake and Highbanks Campground Waterfronts and analyze for potential tourist destination projects.
2. **Market Analysis:** an industry analysis of potential business ventures in the area as well as a study of already established businesses in the area.
3. **Business Work Plan:** a proposal of business ventures and investments for the Seneca Nation to aid the Cuba Lake Waterfront and Highbanks Campground development.
4. **Community Engagement:** the Seneca Nation requires that feasibility studies involve the Seneca Nation communities (Cattaraugus & Allegany) via public meetings, three in total.

Seneca Nation Geographic Information Services
Print / Export Date: 12/11/2021



Legend

- Boat Launch
- Marina
- Privately Owned Campgrounds
- Roads
- Allegany Territory
- Allegany State Park

Seneca Nation Geographic Information Services

Print / Export Date: 12/11/2021

0 2,000 4,000 8,000 Feet

Allegany Territory - Ohi:yo Reservoir Area

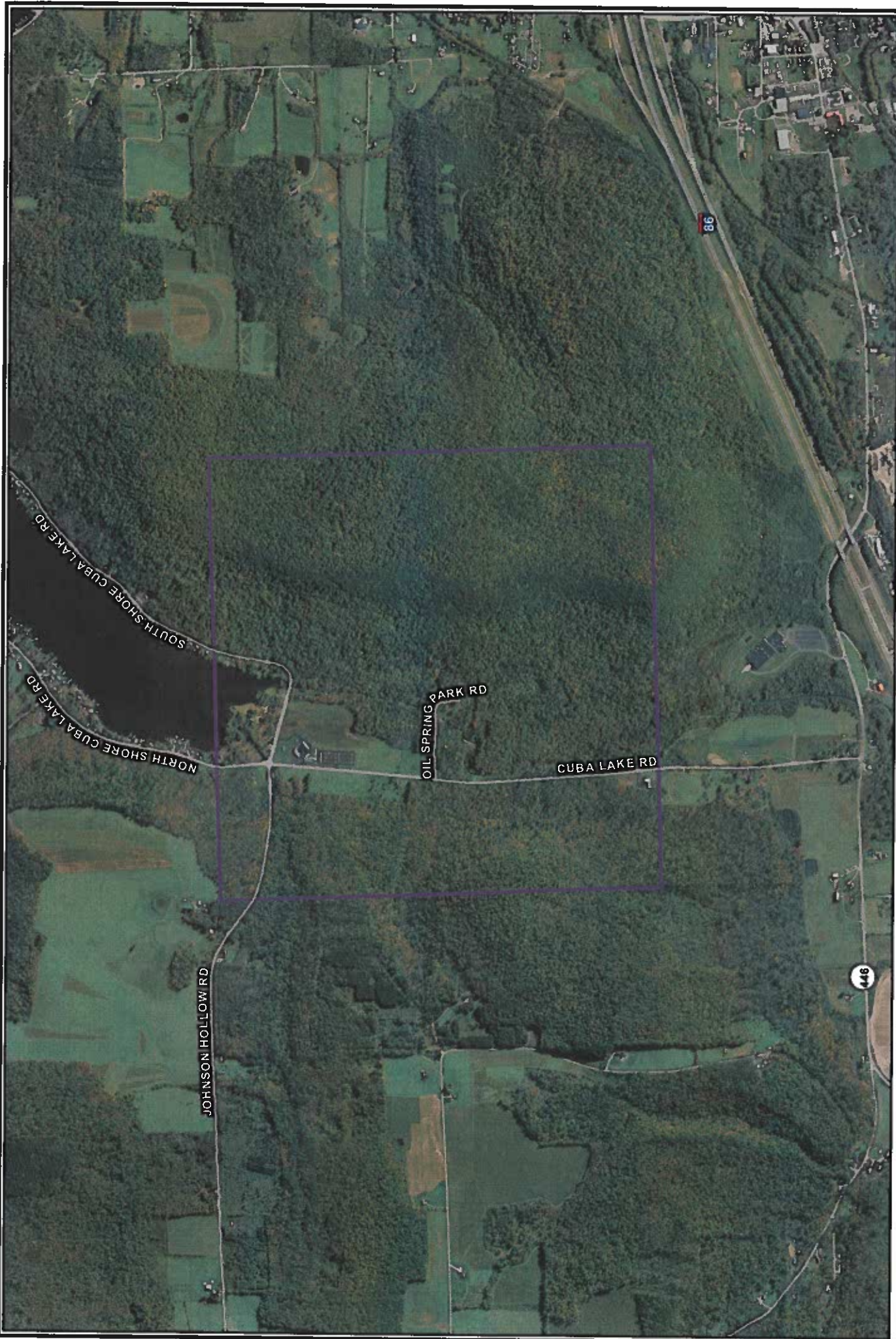
Seneca Nation Geographic Information Services

Print / Export Date: 12/11/2021

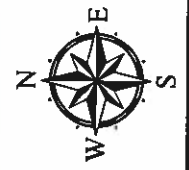
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DISCLAIMER

The data shown on this map was collected and processed from a number of sources. The Seneca Nation Geographic Information Services is not responsible for any errors or omissions that may appear on this map. The Seneca Nation Geographic Information Services is not responsible for any errors or omissions that may appear on this map. The Seneca Nation Geographic Information Services is not responsible for any errors or omissions that may appear on this map.



DISCLAIMER
The data shown on this map is derived from aerial photography and is not guaranteed to be accurate. The data is provided for informational purposes only and is not intended for use in any legal proceeding. The Seneca Nation of Indians is not responsible for any errors or omissions in this map. For more information, please contact the Seneca Nation of Indians at 607-535-2200.



Oil Spring Territory - Road Network

2019 Orthoimagery
Seneca Nation Geographic Information Services



Print / Export Date: 2/14/2022

Legend

Roads

 Oil Spring Territory





**SENECA NATION OF INDIANS
- STANDARD CONSULTING AGREEMENT -**

DEPARTMENT: _____

PROJECT TITLE: _____

THIS CONSULTING AGREEMENT ("Agreement"), between the SENECA NATION OF INDIANS ("Nation"), a Sovereign Nation, by and through its President, Rickey L. Armstrong, Sr., with business addresses of 12837 Route 438, Irving, NY 14081 and 90 Ohi:yo Way, Salamanca, NY 14779, and _____ ("Consultant"), located at _____, with a business telephone number of _____, entered into on this ____ day of _____, _____ on the lands of the Seneca Nation.

WITNESSETH:

WHEREAS, the Nation has a need for consultative services; and

WHEREAS, the Consultant possesses and represents that it possesses relevant professional expertise;
and

WHEREAS, the Nation desires to utilize the expertise of the Consultant and the Consultant desires to provide such expertise to the Nation,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises provided for herein, the parties agree as follows:

1. **CONSULTANT SERVICES.** Upon Consultant's receipt of a copy of this agreement countersigned by the Nation's President, Consultant shall provide to the Nation consultant services with respect to the following matters (or as more fully described in the attached proposal of consultant):

☐ **Insert Description of Services:** _____

or

☐ **See Attached Proposal.**

2. **TERM.** Services designated above shall be provided commencing as authorized by the President of the Seneca Nation, starting _____ and ending on _____.

3. **COMPENSATION.** The Nation agrees to use commercially reasonable efforts to pay invoices and expense reimbursements within thirty (30) days of receipt and approval. The Nation shall reimburse Consultant for all pre-approved and reasonable travel-related expenses upon production of receipts for reimbursement. Total fees and expenses authorized by this Agreement are not to exceed (NTE) _____ US dollars (\$_____). *If the NTE amount set forth herein is in excess of, in the aggregate for the Consultant and the Department during the previous twelve months, \$49,999.99, this Agreement shall not become effective until and unless approved by the Nation's Council.*
4. **OVERSIGHT.** Consultant shall report to the _____, who is hereby authorized to act as the Nation's representative for the purposes of this Agreement, including to approve invoices submitted by Consultant for periodic payment and to verify that Consultant is providing the authorized services as provided in the Description of Services and/or Proposal.
5. **CONFIDENTIALITY.** The Consultant agrees that the Consultant will not, during or subsequent to the term of this Agreement, directly or indirectly disclose, communicate or divulge to any person or entity, or use for the benefit of any person or entity, any information regarding the Nation or the internal operations of the Nation, which may be collected, accessed, generated or analyzed in the course of this project, unless the written consent of the Nation is first obtained.
6. **NO CONFLICTS.** The Consultant represents that there are no conflicts between the duties the Consultant is required to perform pursuant to any other employment, contract, agreement, arrangement or understanding to which the Consultant is a party, or to any rules, regulation, directive, order or law to which the Consultant is subject.
7. **OWNERSHIP OF WORK PRODUCT.** The Nation shall be the owner of any work product created by the Consultant under this Agreement including operational plans, policy manuals, worksheets and computer software, including information recorded on magnetic disks or other media by the Consultant. The Consultant will upon request or at the termination of this Agreement, deliver to the Nation all such documents and software including magnetic disks and other media without charge.
8. **TERMINATION.** This Agreement can be terminated by either of the parties without cause by written notice, provided that in the event this Agreement is terminated, the Consultant will immediately cease all

work on the project and shall receive compensation only for such services which have been authorized to be performed prior to the receipt of such notice.

9. **MODIFICATION.** This Agreement may be modified or amended only by the written agreement of the Nation and the Consultant.
10. **COUNTERPARTS/ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For the purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
11. **ASSIGNMENT.** This Agreement shall not be assignable either in whole or in part by the Consultant.
12. **INDEPENDENT CONTRACTOR.** This Agreement shall be construed to create the relationship of client and independent contractor between the Nation and the Consultant. In no event shall the Consultant be deemed to be an employee of the Nation and the Consultant shall not at any time be deemed an agent of the Nation or have any power to bind or commit the Nation or otherwise act on the Nation's behalf. The Nation will not be responsible for withholding any income tax or social security contributions or for providing any benefits and obligations to the Consultant that may be conferred upon or incurred on behalf of Nation employees. Consultant shall provide the Nation with a complete W-9 before commencement of work. In the event that the scope of services provided pursuant to this Agreement requires additional individuals to be retained by the Consultant, all costs associated with such additional services shall be the responsibility of Consultant, including any benefits or obligations owing to those additional individuals. Such individuals shall be Independent Contractors, as to this Agreement.
13. **BACKGROUND CHECKS.** The Contractor shall provide the Nation with an Authorization for Release of Information for Background Check of Contractor or, where appropriate, Company.
14. **EXECUTORY CONTRACT.** Consultant understands and acknowledges that this Agreement shall be deemed executory to the extent that monies are available in the fiscal budget of the respective department set forth above or the Nation. Consultant further acknowledges that, for non-budgeted costs and fees, neither this Agreement nor any representation by any Nation employee or officer creates any

legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Seneca Nation of Indians.

16. SOVEREIGN IMMUNITY. Notwithstanding anything to the contrary, nothing in this Agreement waives or may be deemed to waive the Nation's sovereign immunity from suit.

17. CONFLICT OF TERMS. In case of conflict between the terms of the attached proposal and this Standard Consulting Agreement, the terms contained in this Standard Consulting Agreement shall control.

18. CONTRACT INTEREST. No officer or employee of the Nation, who is authorized in such capacity and on behalf of the Nation to negotiate, make, accept, approve or monitor, or take part in negotiating, making, accepting, approving or monitoring this Agreement, shall become directly or indirectly interested personally in this Agreement, or any part hereof. No officer or employee of the Nation who is authorized in such capacity and on behalf of the Nation to exercise any supervisory or administrative function in connection with this Agreement shall become directly or indirectly personally interested in this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

SENECA NATION OF INDIANS

CONSULTANT

By: _____
Rickey L. Armstrong, Sr., President

By: _____

Printed Name: _____

Title (If applicable): _____

EXECUTE 3 COPIES

Distribution: (1) Original to Consultant; (2) Original to Department; (3) Original to A/P with P.O.

**Seneca Nation of Indians
Standard Consulting Agreement**

**AUTHORIZATION FOR RELEASE OF INFORMATION
FOR BACKGROUND CHECK FOR CONSULTANT**

In connection with my proposal to contract with the Seneca Nation of Indians, I consent to an investigation into my background and employment history. This document authorizes release to the Seneca Nation of Indians of requested information whether or not such information would be otherwise protected from disclosure by any constitutional, statutory or common law privilege.

I authorize release of any information related to my activities including: schools, property interests (real or personal), employment, criminal justice agencies, regulatory agencies, businesses, financial institutions, lending institutions, medical institutions, hospitals and health care professionals.

I authorize review and copying of all documents.

I relinquish any right that I may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. I further agree to indemnify and hold harmless any person to whom this request is lawfully presented.

First Middle Last
(please print)

Address

City, State, Zip

Date of Birth

Social Security Number

Signed this ____ day of _____, 20____.

Signature

**Seneca Nation of Indians
Standard Consulting Agreement**

AUTHORIZATION FOR RELEASE OF INFORMATION FOR BACKGROUND CHECK OF COMPANY

In connection with the proposal to contract with the Seneca Nation of Indians, *(insert name of company)* _____ hereby consents to the release of any and all information to the Seneca Nation of Indians.

Additionally, *(insert name of company)* _____ agrees:

1. to provide the Seneca Nation of Indians, upon reasonable request, any and all information related to the education, skills, experience, professional association status and licensing status of employees or agents assigned to this project listed herein by name and title; and

<u>Employee Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. to authorize review and copying of all documents; and
3. to relinquish any right that *(insert name of company)* _____ may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. *(Insert name of company)* _____ further agrees to indemnify and hold harmless any person to whom this request is lawfully presented.

Name of Company

Name of Authorized Official

Title

Signed this ____ day of _____, 20____.

Signature