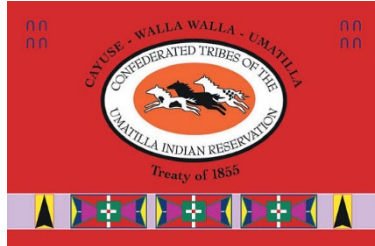


REQUEST FOR QUOTE (RFQ)

Jordan Creek Ranch Fence Maintenance and Construction Project



CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
DEPARTMENT OF NATURAL RESOURCES – FISHERIES PROGRAM

Date Issued: July 26, 2023
RFQ No. 2023/04-488

Technical Contact: Travis Dixon (travisdixon@ctuir.org)
541-429- 7948 (Office & Fax)
541-969-2903 (mobile)

Administrative Contact: Julie A. Burke (julieburke@ctuir.org)
541-429-7292 (Office & Fax)

Critical Dates:

Site Tour (Voluntary)	August 07, 2023 (1:00 pm, PST.)
Question Submission Deadline:	August 11, 2023 – COB
Response to Questions	August 15, 2023 - COB
Submission Deadline:	August 24, 2023 – 2:00 pm (PST)
Tentative Award Selection (est.):	August 29, 2023
Contract Award (est.):	September 08, 2023
Project Implementation:	September 11, 2023-April 30, 2024

Request for Quote

Part I – General Information and RFQ Process

1.1 Project Purpose and Location

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources Fisheries Program is requesting price quotes for specified fence maintenance and construction work for the Jordan Creek Ranch property on the Grande Ronde River. The project is a cooperative effort between the CTUIR, Jordan Creek Ranch, Grande Ronde Model Watershed (GRMW), and Bonneville Power Administration (BPA). Project purpose is to protect private landowner interests by constructing a perimeter fence on approximately 64 acres of newly constructed stream habitat and adjacent upland areas.

1.2 Pre Bid Site Tour

Site Tour is scheduled for Tuesday, August 7, 2023 at 1:00 PM Pacific Daylight Time (PDT), interested contractors are encouraged to attend.

Interested Contractors will meet in the parking area across from the entrance to the Bird Track Springs Campground on the Ukiah-Hilgard Highway (Highway 244) approximately 14 miles East of La Grande, Oregon.

1.3 Scope of the RFQ

This RFQ includes staging area access preparation for fence construction support, including fueling and maintenance of equipment, temporary materials storage, and construction operations. Additional detail is provided in Part II Services to Be Provided Section below.

The quote for this RFQ should include costs for items described in Attachment D, Quote Sheet.

1.4 Project Timeline:

Work is expected to begin mid-September 2023, following signature of the construction contract. Project start date is likely to be affected by state and federally issued fire restrictions. All project elements defined in the RFQ are to be completed by April 30, 2024.

1.5 Closing Date for Submission

The closing date for quote submissions will be on **August 24, 2023 at 2:00 pm.**, PDT. Price quotes received after the specified time will not be considered. Quotes can be submitted electronically to: Julieburke@ctuir.org

1.6 In Writing

Quotes must be prepared by computer or handwritten on the attached bid sheet. No oral, telephone, or facsimile quotes will be accepted.

1.7 Necessary Information

Quotes must contain all information requested in the RFQ (Construction of new 4-strand barbed wire fence, escape gates, access gates, and water crossings). The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete Quotes.

1.8 Cost of Quotes

The CTUIR shall not be liable for any expenses incurred by Contractors in either preparing or submitting Quotes, evaluation/selection, or contract negotiation process, if any.

1.9 Request for Clarification

Contractors may submit a written request for clarification via email by 4:00 pm, **August 11, 2023**. The CTUIR will not consider any requests submitted after the time period specified above. Questions regarding the RFQ or request for clarification shall be sent to the RFQ Technical Contact listed on the cover page.

1.10 Response to Requests for Clarification

Responses to questions will be provided no later than 4:00 pm, **August 15, 2023**.

1.11 Bids Constitute Firm Offers

Submission of a Quote constitutes Contractor's affirmation that all terms and conditions of the RFQ constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

PART II – SERVICES TO BE PROVIDED

2.1 Scope of Work

Work Item 1: CONSTRUCTION OF NEW 4-STRAND BARBED-WIRE FENCE: JORDAN CREEK RANCH

- Base your quote on the work-site physical conditions (as determined during the bid tour) according to the following criteria:
 - Project Specifications: Approximately 7,186 feet of 4-strand barbed wire fence will be constructed by the contractor. An approximate 3,350-foot portion of that total length of fence already exists but has not been thoroughly maintained and may need to be rebuilt and/or repaired to meet specifications. The remaining 3,836 feet of property boundary contains no current fence. Fencing shall be constructed according to NRCS fence specifications (see-Attachment C). Trees will be used where identified and the location of wire gates, stiles, and creek crossings identified during the bid tour or prior to construction activities.
 - Construction Materials and Transport of Construction Materials and Equipment: The contractor will be responsible for providing materials, labor, transportation, fuel, equipment, and tools for fence construction. Wood stays will be used between metal T-posts.
 - Construction of Fence Structure: Various forms of fence structure will be needed to successfully meet the project objective. Certain project locations will require hardened above-ground structure to ensure the integrity of the project. Other areas may require drilling into rocky slopes. Utilities are located adjacent to the project area. All below ground work will require the contractor to locate before digging operations commence.

Work Item 2: CONSTRUCTION OF ESCAPE GATES: JORDAN CREEK RANCH

- Base your quote on the work-site physical conditions (as determined during the bid tour) according to the following criteria:
 - Project Specifications: Up to five (5) barbed wire gates will be constructed by the contractor within the riparian and boundary fences. These gates will facilitate the removal of livestock within the riparian corridor, provide access to the riparian corridor for equipment, and will be approximately 16' wide. The locations will be marked on site by CTUIR prior to construction activities.

- Construction Materials and Transport of Construction Materials and Equipment: The contractor will be responsible for providing materials, labor, transportation, fuel, equipment, and tools for fence construction.

Work Item 3: CONSTRUCTION OF ACCESS GATES: JORDAN CREEK RANCH

- Base your quote on the work-site physical conditions (as determined during the bid tour) according to the following criteria:
 - Project Specifications: One (1) metal tube gate will be constructed by the contractor along the highway boundary fence at driveway entrance. This gate will facilitate access to ranch locations and will be approximately 16' wide. The location of this gate will be marked on site by CTUIR prior to construction activities.
 - Construction Materials and Transport of Construction Materials and Equipment: The contractor will be responsible for providing materials, labor, transportation, fuel, equipment, and tools for fence construction.

2.2 Project Specifications

See Attachments A and B – Approximate location and Specifications.

2.3 Required Equipment Standards:

- A. Fueling shall occur at a minimum of 150 feet from open water per HIP III requirements.
- B. Spill Kits (including rag pads and booms) will be required on site at all times.
- C. Equipment will be free of leaks and be in good operating condition.

2.4 Minimum Equipment Specifications:

Specified equipment and materials is identified in Attachment C, NRCS Fence Specifications.

2.5 Materials and Services Furnished by the Contractor:

The Contractor must supply all equipment and experienced operators necessary to complete the work specified in the contract. In addition, the Contractor must furnish and cover:

1. All costs of equipment, operation, and transportation.
2. An experienced, qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.
5. All materials and equipment for implementation.

2.5.1 Oil and Fuel Spill Prevention

The Contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the project site. However, these activities must not

occur within a distance of 150 feet of any water body or stream in the vicinity of the project site. The CTUIR or a designated agent reserves the right to inspect the Contractor's equipment at any time. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of systems. The CTUIR reserves the right to reject any equipment that does not meet these conditions.

2.5.2 Fire Prevention and Control

The Contractor shall be responsible for fighting his/her own fire(s). The Contractor, acting independently, shall immediately extinguish without expense to the CTUIR or the landowner, all fires on or in the vicinity of the project site, which are caused by the Contractor or the Contractors' employees, whether set directly or indirectly as a result of the work on the project. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the Contractor is in a position to furnish promptly for fire suppression prove inadequate, the CTUIR or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor.

2.5.3 Regulations and Permits

The Contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work.

2.5.4 Contractor Insurance Requirements

The Contractor shall be held responsible for all damages to persons or property that occur as a result of the Contractors' fault of negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The CTUIR will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractor must be a licensed Contractor with the State of Oregon and hold liability insurance with the following limits: \$2,000,000 aggregate, and \$1,000,000 per occurrence. Liability insurance must name the CTUIR as an additional insured party for the duration of the project. Contractor must provide Commercial Automobile Liability Insurance in amount equal to the greater of (1) One million dollars for all vehicles used in performance of the services or (2) Any other amount required by applicable law. Contractor must also provide a certificate of workman comp insurance (if Contractor has employees).

2.5.5 Site Maintenance

The Contractor shall dispose of all refuse created by the Contractor's activities and such refuse shall be hauled from the project area and disposed of in a lawful manner.

2.5.6 Environmental Effects

The Contractor shall coordinate with the CTUIR and direct their activities in such a manner to minimize adverse effects on the environment.

2.5.7 Furnished Materials and Services:

The CTUIR or designated agent will acquaint the Contractor with work areas and access roads, administer the contract, and oversee all work elements. In addition, the CTUIR will provide:

- a. Weekly inspection of work for compliance and certification of Contractors' work.
- b. Map of project area.
- c. Design/Construction details.
- d. Right of way agreements, easements, and any other necessary environmental or cultural clearances.

2.5.8 Quote Itemization

Quote will include unit and total aggregate costs as detailed in Attachment D, Bid Sheet.

2.5.9. Point of Hire and Release

Project point of hire and release shall be at the project site.

2.5.10 Acceptance of Work

Acceptance of work will be determined by a 100% inspection of the work by the CTUIR. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to the standards negotiated and agreed upon in the contract agreement. The Contractor shall maintain a complete copy of the contract and specifications available on-site at all times, for use by the Contractor and the Contractor's employees, and to provide for reference in discussions with CTUIR personnel.

2.5.11 Timeline and Penalties for Unauthorized delays

- a. The scheduled date for completion of the Project is **April 30, 2024**, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR.
- b. Once work is commenced, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in daily production will be discussed and agreed upon through the CTUIR.
- c. Work shall not commence until the work schedule is approved, then shall be continuous, unless weather conditions or circumstances beyond Contractor's control prevent working. The CTUIR must approve deviation from the approved work schedule in writing.

2.5.12 Payment

Payment invoices may be submitted to CTUIR on a monthly basis. The Contractor shall contact the CTUIR to request final inspection of work for payment. The CTUIR will make the final payment within 30-60 days of receipt of an invoice following a final inspection that approves all work.

2.5.13 Use of Premises

No camping will be allowed on the project site without permission from WWNF and The Jordan Creek Ranch. The project area shall be cleared of all non- forest debris resulting from Contractor's operation as required by the CTUIR prior to final payment being received.

2.5.14 Davis-Bacon Act Wage Rates (10-13)

This project is funded with Federal funds. All employees of the prime Contractor or Sub Contractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the Contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx) as per "General Decision Number: OR20220078 06/24/2022."

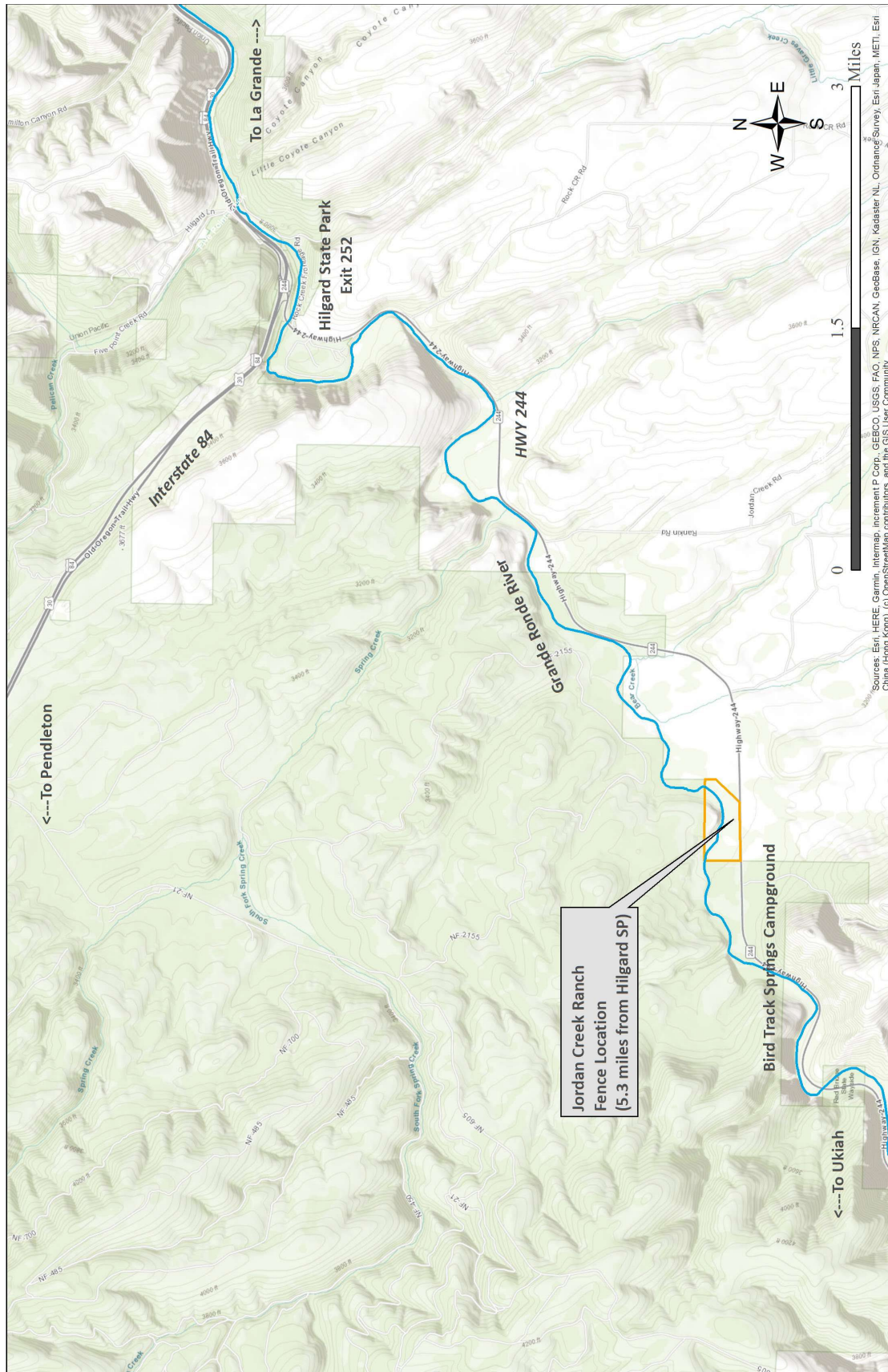
2.5.15 Indian Preference

Unless otherwise specified, the Contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 4% of lower non-Indian bidder

ATTACHMENTS

Attachment A:	Project Site Vicinity Map
Attachment B:	Property Boundary and Proposed Fence Map
Attachment C:	NRCS Fence Specifications
Attachment D:	Quote Sheet

Attachment A: Project Site Vicinity Map



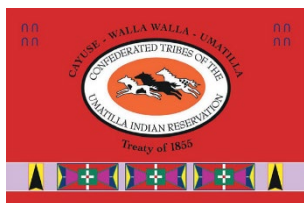
Attachment B: Property Boundary and Proposed Fence Map



Attachment C: NRCS Fence Specifications

Detailed fence guidelines can be found at [Archived 382specification 091030.pdf \(usda.gov\)](#).

Intended Use	Fence Type	Minimum Number of Wires or Cross Members	Average Height of Top Wire or Cross Member	Max Line Post Spacing w/o Stays	Max Line Post Spacing w/Stays	Max Stay Spacing (feet)
Cattle	Standard Barbed Wire	3	38	16½	30	10
		4	44	20 1/	30	10
	Suspension	4	44	NA	100	20
	Smooth, High Tensile, Non-Energized	5	44	20	30	10
	Smooth, High Tensile, Energized	3	38	75	150	50
		4	44	75	150	50
	Confined Feeding Area 2/ and 3/	4	48	12	NA	NA
	Special Areas Barbed Wire	4	48	16½	NA	5½
	Woven Wire (Addition of 1 to 2 barbed wires may be added to achieve total height)	NA	44	16½	NA	NA



Attachment D: Quote Sheet

**JORDAN CREEK RANCH
FENCE CONSTRUCTION PROJECT**

RFQ No. 2023/04-488

BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	COST PER UNIT (\$/ft. or \$/unit)	TOTAL BID COST
1, 4, 8	Construction of 4-strand barbed wire fence & Removal/Disposal of old fence materials– (including materials)	Per foot	7,186		
2, 5, 9	Construction of escape gates – (including materials)	Per gate	5		
3, 6	Construction of access gates – (including materials)	Per gate	1		
7	Construction of water crossing – (including materials)	Per Crossing	4		
TOTAL AGGREGATE COSTS					

Bid Sheet Signature

Date: _____

Name of Firm: _____

Address: _____

Phone Number: _____

By: _____
(Signature)

Title: _____

Price Valid for _____ days