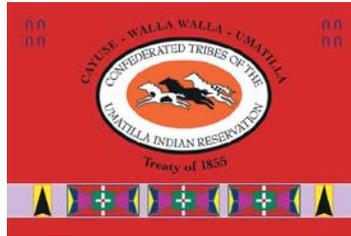


REQUEST FOR PROPOSALS (RFP)

Confederated Tribes of the Umatilla Indian Reservation
North Fork John Day Fish Habitat Enhancement Project
Department of Natural Resources – Fisheries Program

Hidaway Creek Instream Implementation Project (Multi-Year)
(Umatilla County, Oregon)



RFP No. 2020/04-411

DATE ISSUED: September 24, 2020

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

Technical Contact: John Zakrajsek (johnzakrajsek@ctuir.org)
541-429-7943 (Office & Fax)

Critical Dates:

Site Visit:	Monday, October 5, 2020, 9:00 AM local prevailing time
Question Submission deadline:	Wednesday October 7, 2020, 2:00 PM
Proposal Submission Deadline:	Wednesday, October 14, 2020 at 4:00 p.m. local prevailing time
Tentative Award Selection (est.):	October 28, 2020
Contract Award (est.):	May 1, 2021
Project Initiation (est.):	May 15, 2021/22
Project Completion:	August 30, 2021/22

PART I - GENERAL INFORMATION and RFP PROCESS
Hidaway Creek Instream Project

1.1 Project Location and Purpose

The project area is located on property owned and managed by Don Hartley and Karen Flagg approximately 8 miles west of Ukiah, Oregon in Township 5 South, Range 33 East, and Sections 6 & 7.

Directions to Project Site: From Ukiah, Oregon head east on SR 244 for approximately 6 miles. Turn right on to Cable Creek Road and left on to Hidaway Creek Springs Road after several hundred yards. Continue for 2.8 miles to a wire gate on your left.

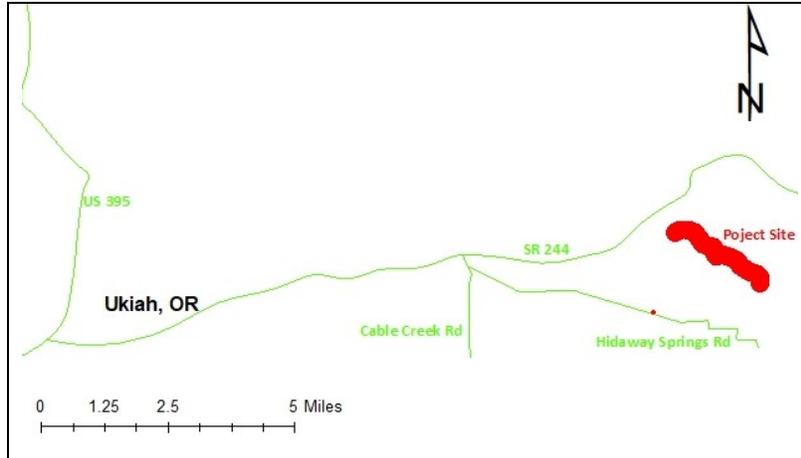


Figure 1. Area map for the Hidaway Creek Instream Project.

The purpose of the project is to improve stream morphology and in-stream fish habitat complexity on Hidaway Creek using trees thinned from the adjacent hillslope to reduce fuel loading. Contractor shall cut down trees, selected and marked by CTUIR and landowner, haul and distribute large wood from adjacent hillslopes within the project site, and place large wood according to design specifications. Contractor shall also plant native vegetation per design specifications, implement required BMP's, and clean up worksite following implementation. The CTUIR is currently evaluating the feasibility of delivering a portion of the large size wood by helicopter. Contractor would be responsible to place helicopter delivered wood (or build structures) per design specifications. The contractor selected under this RFP will be responsible for working with the CTUIR to refine developed access and staging routes to more accurately reflect wood sources relative to final placement locations and staging areas. The CTUIR will be responsible for fish and amphibian isolation, project staking of large wood structure locations, and native grass seeding over disturbed areas.

The CTUIR is requesting proposals for specified project elements described in detail in Part II of this RFP and accompanying - Project Design Report and Plan Set.

1.2 Project Timeline

The Hidaway Creek Instream Project will occur progressively by a phased approach while limiting reentry into areas where work has been completed. For the purpose of this RFP, the design specifications proposed for 2021 implementation are Phase 1 (Stations 0+00 to 12+00, apex jams, channel spanning structures, near bank structures, post assisted structures, supplement existing jams, flow constriction structures, and sweepers) and Phase 2 (Stations 0+00 to 12+00, apex jams, channel spanning structures, near bank structures, post assisted structures, supplement existing jams, flow constriction structures, and sweepers). **Phase 1** will be completed first and to the extent possible between **July 15 to August 15, 2021** in-water work window. **Phase 2** and any remnants of Phase 1 construction will follow as a single effort in

the consecutive year (2022). CTUIR is seeking an extension of the designated in-water work window. The overall contracted extent of work in 2021 will be dependent upon CTUIR staff construction availability during the in-water work window.

1.3 Scope of the Request for Proposals

This RFP provides the specific services to be contracted, information concerning the preparation and submittal of proposals, an explanation of how proposals will be evaluated and terms and conditions of the contract that may be awarded as a result of the RFP. Contractor proposals will demonstrate diligence and focus on bid preparation with specific effort directed at the evaluation, identification, and suggested resolution of discrepancies, lack of clarity, or other questions arising from the evaluation of the final plans, specifications, permits or supplementary project materials that may affect the timing, schedule, execution or unforeseen expenditures related to the project.

1.4 Closing Date for Proposal Submissions

The closing date for proposal submissions will be on Wednesday, **October 14, 2020** at 4:00 p.m. local prevailing time. Proposals received after the specified time will not be considered.

Due to COVID-19 the Nixyaawii Governance Center (NGC) is closed to the public, Contractors must submit proposal via email to:

julieburke@ctuir.org

Subject line should read: **HIDAWAY CREEK INSTREAM PROJECT**

The CTUIR requests technical proposals be submitted in PDF format

1.5 In Writing

Proposals shall be prepared by printer or typewriter. No oral, handwritten, or telephone proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in the RFP. The CTUIR will not consider additional information submitted after the closing date and may reject incomplete proposal packages.

1.7 Cost of Proposals

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

1.8 Request for Clarification

Contractors may submit a written request for clarification, no later than **Wednesday, October 7, 2020 at 2:00 PM**. The CTUIR will not consider any requests submitted after the time period specified above. Questions regarding the RFP or request for clarification shall be sent to the CTUIR's Technical Representative listed on the RFP's cover page.

1.9 Response to Requests for Clarification

The CTUIR will respond to properly submitted written request for clarification no later than **Thursday, October 8, 2020 at 4:00 PM**.

1.10 Proposals Constitute Firm Offers

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

1.11 Signature Required; Proposer Affirmations

An authorized representative of the Contractor must sign the original proposal in ink. Contractor's signature and submission of a signed proposal in response to the RFP constitutes Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the RFP and by all terms and conditions of the Contract awarded.

1.12 Type of Contract

The CTUIR will execute a subcontract for habitat restoration services.

1.13 Confidential Information

Proposals are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret or confidential proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following:

"This information constitutes a trade secret or confidential proprietary information and is not to be disclosed except in accordance with applicable public disclosure laws."

1.14 Requests for Further Clarification of Proposals

The CTUIR may request additional clarification from Contractors on any portion of the proposal.

1.15 Cancellation of RFP

The CTUIR may cancel this RFP at any time upon determining it's in the CTUIR's or the landowners' best interest to do so.

1.16 Rejection of Proposals

The CTUIR may reject a particular proposal or all proposals upon finding that it is in the CTUIR's or the landowners' best interest to do so, and/or if the Contractor fails to meet the eligibility requirements.

1.17 Tentative Award and Contract Negotiations

The CTUIR will provide a written tentative award notice to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The CTUIR will enter into negotiations with the responsible Contractor on the following contract terms: (a) Contract tasks; (b) Staffing; (c) Performance Schedule; and (d) A maximum, not to exceed contract price, which is consistent with the Quote and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on a Contractor's recommendations (but still within the scope of this RFP) or reduce the scope of services.

Final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

The CTUIR may terminate negotiations if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the next responsible Contractor, and if necessary the third responsible Contractor. If the second or third round of negotiations fails to result in a contract, the CTUIR may formally terminate the solicitation.

1.18 Protest of Tentative Award Selection

A notification of tentative award will be communicated to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests

submitted after the date established in this Part. The protest must clearly state the grounds upon which the Protest is based.

1.19 Award

After expiration of the five (7) calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful Bidder to complete its investigation. The CTUIR reserves the right to reject any bid at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include but are not limited to, changes in the statement of work, extension of time and consideration changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

1.22 Site Tour

A site tour is tentatively scheduled for **Monday, October 5, 2020 9:00 AM PST**. Prospective contractors will meet at the SR244/Cable Creek Road junction with staff from CTUIR. Contractors are encouraged to attend to inform their proposal.

All contractors will be required to bring their own Personal Protective Equipment (PPE) to the site tour. All participants will be required to maintain social distancing (~6 feet) during this site tour.

**PART II
SERVICES AND MATERIALS TO BE PROVIDED**

2.1 Scope of Work

The CTUIR is accepting proposals for the implementation of a multi-year fish habitat restoration project on Hidaway Creek, tributary of Camas Creek, approximately 8 miles east of Ukiah, Oregon in Township 5 South, Range 33 East, and Sections 6 & 7.

This proposal is broken into two phases of work over two construction seasons. The RFP bid sheet identifies the cost for Work Items being requested. Phase 1 (8 apex jams, 5 channel spanning structures, 32 near bank structures, 8 supplement existing jams, 8 flow construction structures, and 18 sweepers) will be completed first in a single year to the extent possible with Phase 2 (19 apex jams, 22 channel spanning structures, 18 near bank structures, 22 post assisted structures, 2 supplement existing jams, 5 flow constriction structures, and 30 sweepers) and balance of Phase 1 work to follow as a single effort the consecutive year. Attachment A shows all necessary specifications while the RFP bid sheet identifies Work Items and units. Costs per itemized work items will include fully operated hand and heavy equipment, materials, and related items.

Work shall include the following activities as shown on the plans. All large wood placements shall be constructed according to the accepted design's drawings, specifications, and permit conditions, as directed on-site by CTUIR staff or their designated representatives. All conservation measures and best management practices outlined in the design and relevant permits will be implemented, maintained, and monitored by the

contractor. The CTUIR will negotiate a final contract based on the Contractor's proposal, final design and specification documents, permit requirements, and implementation plan. Contract implementation will be conditional on receipt of all regulatory permits by project start date. All work shall be completed in accordance with the contract provisions, specifications, and drawings. Work includes;

1. Prepare the site for construction including installation, management, and removal of channel crossings, temporary channel diversion dams, and temporary isolation structures to facilitate travel management and dewatering and isolating work areas.
2. BMP management and environmental compliance monitoring as needed, (turbidity, etc.)
3. Cut marked trees located on adjacent hillslopes.
4. Transport and stockpile, and maintain materials from hillslopes to structure locations/staging areas.
5. Install large woody material habitat structures.
6. Plant native vegetative cuttings/potted plants provided by the CTUIR and/or landowners and salvage and transplant any woody riparian vegetation.
7. Restore areas disturbed by construction activities in preparation for revegetation.
8. Equipment rental services as directed.

2.2 Project Specifications

Final design drawings for the Hidaway Creek Instream Project Proposal Request are located digitally at: <ftp://ftp.services.ctuir.org>, Username: **ctuir**, Password: **public**, in the Hidaway Creek RFP folder. Contractors will be expected to download these documents for the site tour and proposal process.

2.3. Hidaway Creek Instream Project

Work Item 1: ENVIRONMENTAL CONTROLS, PERMIT COMPLIANCE, BEST MANAGEMENT PRACTICES (BMP) - Contractor will secure permits not previously obtained by the CTUIR prior to the beginning of design implementation activities. This will include but may not be limited to Oregon DEQ's 1200-C, BPA's Site Specific Safety Plan, and permits associated with Oregon Department of Forestry, all BMPs will be implemented, monitored, and addressed by the Contractor where they are exceeded. This includes but is not limited to equipment storage and maintenance, sediment and erosion control, dust abatement, invasive species control, workplace isolation, dewatering, & turbidity control, and materials storage. BMPs are detailed in Attachments 2 & 8 and relevant permits. The contractor will be responsible for monitoring and mitigating turbidity according to HIP III specifications during implementation and permit specifications. The CONFEDERATED TRIBES will conduct fish salvage efforts.

Work Item 2: MOBILIZATION & DEMOBILIZATION – Transportation of equipment to the project site is anticipated to begin during June with in-stream construction between July 15 and August 15.

Work Item 3: TEMPORARY STREAM DIVERSION – Activities will align with relevant design, construction, and permit specifications. Details associated with temporary diversions are shown in Attachment 2 for Phase 1 (0) Phase 2 (5). The selected contractor will be required to develop and submit to the CTUIR a sequencing schedule for temporary stream diversions two months prior to the permitted instream work window for the period in which work will occur.

Work Item 4: TEMPORARY STREAM CROSSINGS – Activities will align with relevant design, construction, and permit specifications. Details associated with temporary stream crossings are shown in Attachment 2 for Phase 1 (5) Phase 2 (6). The selected contractor will be required to develop and submit to the CTUIR a sequencing schedule for temporary stream crossings two months prior to the permitted instream work window for the period in which work will occur.

Work Item 5: TEMPORARY WORKPLACE ISOLATION – Activities will align with relevant design, construction, and permit specifications. Isolation may require pumping from sumps to reduce turbidity. Details associated with temporary workplace isolation are shown in Attachment 2 for Phase 1 (50) Phase 2 (18). The selected contractor will be required to develop and submit to the CTUIR a sequencing schedule for temporary

workplace isolation two months prior to the permitted instream work window for the period in which work will occur.

Work Item 6: CUT TREES ON HILLSLOPE – Activities will align with relevant design, construction, and permit specifications. The landowner will identify and mark large wood on adjacent hillslopes to be used in developed structures with marked trees cut by the contractor selected through this RFP process. Trees to be cut down for Phase 1 (473, 70 optional posts) and Phase 2 (853, 308 optional posts and 220 required posts) include the potential for obtaining multiple structural pieces from a single tree. A portion of the large and/or medium wood members may be sourced separately from this contract and delivered to the site by helicopter. For each piece of wood delivered by helicopter an equivalent number will be deducted from Work Item 6. The CTUIR will work with the contractor to account for final numbers delivered relative to those removed from adjacent hillslopes prior to signing an implementation contract in 2021. The selected contractor will be required to develop a sequencing schedule for cutting hillslope trees two month prior to the permitted instream work window for the period in which work will occur.

Work Item 7: TRANSPORT AND STOCKPILE MATERIALS - Transport and stockpile, and maintain materials from hillslopes to structure locations/staging areas. Trees to be transported and stockpiled Phase 1 (473, 70 optional posts) and Phase 2 (853, 308 optional posts and 220 required posts) include the potential for obtaining multiple structural pieces from a single tree. A portion of the large and/or medium wood members may be sourced separately from this contract and delivered to the site by helicopter. For each piece of wood delivered to staging areas by helicopter an equivalent number will be deducted from Work Item 7. The CTUIR will work with the contractor to account for final numbers delivered relative to those removed from adjacent hillslopes prior to signing an implementation contract in 2021. The selected contractor will be required to develop a sequencing schedule for large wood transport and stockpile two month prior to the permitted instream work window for the period in which work will occur.

Work Item 8a-g: PLACE LARGE WOOD WITHIN CHANNEL & FLOODPLAIN AREAS – Activities will align with relevant design, construction, and permit specifications. For Phase 1, 8 apex jams, 5 channel spanning structures, 32 near bank structures, 8 supplement existing jams, 8 flow construction structures, and 18 sweepers will be developed. During Phase 2, 19 apex jams, 22 channel spanning structures, 18 near bank structures, 22 post assisted structures, 2 supplement existing jams, 5 flow constriction structures, and 30 sweepers will be developed. If time constraints do not allow for all Phase 1 structures to be fully developed in 2021 the will be completed in 2022 with Phase 2 work. Large wood delivered by helicopter will be installed by the contractor selected under this RFP process.

Work Item 9: PLANTING – Activities will align with relevant design, construction, and permit specifications. This includes cuttings, potted plants and existing plants salvaged from the project site for Phase 1 (185) and Phase 2 (299).

Work Item 10: SITE CLEAN-UP AND REPAIR – Activities will align with relevant design, construction, and permit specifications.

Work Item 11: EQUIPMENT RENTAL - Up to 30 hours of equipment rental time during each instream work period will be available for use by the Contractor. The intent of this Work Item is to take advantage of unforeseen opportunities as they arise during implementation without compromising the approved design or its specifications. Approval by CTUIR staff will be required prior to the use of these funds.

2.3.1. Required Equipment Standards:

- A. Synthetic hydraulics - hydraulic oil in the track-mounted equipment operating within floodplain areas that are utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the CTUIR or designated agent).

- B. Spill Kits (including rag pads and booms) will be required on the project site and activity areas at all times.
- C. Equipment will be free of leaks and in good operating condition.

2.3.2. Minimum Equipment Specifications:

Proposed equipment includes excavators and heavy machinery that facilitates large wood removal from hillslopes. Equipment proposed by prospective contractors should be included in their proposals. Proposed and accepted equipment are the responsibility of the Contractor in meeting the project construction and timelines as outlined in the Technical Specifications and Drawings.

2.3.3. 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 work crew and a 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 designated materials identified in the project design and specification, excluding those materials specifically identified as being provided by the CTUIR.
6. All material items specified in the Final Bid Sheet.

2.3.4. 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 300 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 these systems. The CTUIR reserves the right to reject any equipment that does not meet these conditions.

2.3.5. Weed Control

Equipment will be power washed before being mobilized and inspected for weed contamination prior to entering the project site or where materials are sorted and gathered by CTUIR and/or UNF staff.

2.3.6. 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.

2.3.7. 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. The contractor will be responsible for securing all permits not previously secured by the CTUIR. This will include but is not necessarily limited Oregon DEQ's 1200-C, BPA's Site Specific Safety Plan, and permits associated with Oregon Department of Forestry, and UNF road use permits

2.3.8. Contractor Liability, Licensing and 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.

Contractors must be a licensed contractor with the State of Oregon (CCB #), 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).

Contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before work commences.

A deposit of 5% of the total bid must accompany the proposal. This must be in the form of a bid bond, certified check, or cashier's check issued to "CTUIR DNR Fisheries".

2.3.9. Site Maintenance

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

2.3.10. Environmental Effects

The Contractor shall direct his activities in such a manner to minimize adverse effects on the environment.

2.3.11. Furnished Materials and Services:

The CTUIR or designated agent will coordinate with the Contractor to define the work area, staging and fueling/maintenance areas, and access roads, administer the contract, and oversee all work elements. In addition, the CTUIR will provide:

- a. Daily 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
- e. Fish and other aquatic species salvage crews.
- f. Live willow cuttings and potted stock for planting.

2.3.12. Bid Itemization

Proposals will include itemized costs per Work Item component by quantities and unit cost (Attachment A) including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. The Contractor will provide a price per bid item and total aggregate bid and must utilize the final bid sheet items, units, and quantities for their proposal.

2.3.13. Point of Hire and Release

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

2.3.14. 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.

2.3.15. Timeline and Penalties for Unauthorized delays

- a. Project construction is scheduled to begin by June 17, 2020/21 pending completion of environmental permits, landowner clearances, and as soon as ground conditions permit. The scheduled date for completion of instream work is August 15 of 2020/21. The Contractor must complete all aspects of the work on, or before these dates, 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.
- d. The CTUIR will levy a penalty of \$500/day against the Contractor if the project is not completed by the scheduled project completion date of August 15, 2021/22, or another date mutually agreed in writing by both parties.

2.3.16. Payment

One lump sum request for payment **per Work Item** may be submitted to the CTUIR upon successful completion of the project. The contractor shall contact the CTUIR to request final inspection of work for payment. The CTUIR will make payment within 30-days of receipt of an invoice following a final inspection that approves all work.

2.3.17. Use of Premises

No camping will be allowed on the project site. Camping may be permitted on the UNF lands surrounding the project site after obtaining the appropriate permits from the USFS (industrial camp permit). 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.

2.3.18. Davis-Bacon Act Wage Rates (10-13)

This project is funded with Federal funds. All employees of the prime contractor or subcontractor(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).

2.3.19. Indian Preference

Unless otherwise specified, the Contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 1% of lower non-Indian bidder.

**PART III
PROPOSAL REQUIREMENTS**

3.1 General Requirements

For the purpose of the **Hidaway Creek Instream Project RFP**, each interested Contractor will submit a proposal package in electronic format by email to the CTUIR Department of Fisheries Administrative contact that includes the following sections and tabbed as follows:

- a. Cover letter
- b. Firm summary
- c. Organizational structure
- d. Firm qualifications and experience

- e. Proposed approach of scope of work
- f. Project Schedule and itemized cost
- g. References

3.1.1. Cover Letter

A cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all of the terms and conditions contained in the RFP.

3.1.2. Firm Summary

The Contractor will provide general information regarding their particular firm. This should include information about the company size, location, contracting experience within the region, areas of expertise and types of services, staff longevity, staff capabilities and training, and experience with natural resource restoration work and associated construction.

3.1.3. Organization Structure

Identify the individuals responsible for managing the project, conducting specific project tasks, and their experience conducting those tasks for your firm. The Contractor should also include an organizational chart showing lines of communication and decision-making hierarchy as well as any sub-Contractors. If a team of individuals from multiple contracting firms are assembled, adequately describe the role of each team member.

3.1.4. Firm Qualifications and Experience

The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of similar nature. Please identify projects that are similar to the proposed project which have been successfully completed by the contractor. Contractor must demonstrate experience in and the availability of appropriate equipment to efficiently cut and remove large wood from hillslopes and transport wood in a tight settings, environmental protection measures; field surveying for project layout and construction verification; stream log and rock structures, stream isolation and water management, erosion control and planting; and equipment availability and operator experience with your firm. Equipment operators must have a demonstrable experience record related to relevant logging techniques and instream restoration projects, work area isolation, and water management.

3.1.5. Proposed Approach of Scope of Work

Describe the approach the Contractor proposes in order to complete construction of the project as defined in the design drawings and specifications to fully articulate the Contractors understanding of the scope and complexities of the project. This includes a description of methods and equipment used/available for temporary stream diversions, crossings, workplace isolation, and cutting and removing large wood from hillslopes and their transport through the project site. The Contractor may deviate from the project sequencing shown in the plans if their proposal meets all requirements and is acceptable to the Contracting Agency. This section should provide the Contractors planned construction approach, including schedule, staging and sequencing, and planned water management and channel diversion and activation techniques. The proposal needs to fully articulate the Contractors understanding of the project relative to the complexities of large channel construction and activation as well as compliance with environmental compliance regulations and BMP's. The Contractor should further describe the management approach that will be used when addressing key issues of the project, including but not limited to: facilitating reviews, budget control, scheduling, change order management, and project closeout and any discrepancies, lack of clarity, or other questions arising from evaluation of the design plans and specifications.

3.1.6. Project Schedule and Itemized Cost

Provide a detailed time line or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. Provide price quotes according to the Bid Sheet. The total potential price of all items combined and the prices for individual work items will be considered as part of the evaluation factors. **The CTUIR welcomes cost-effective alternatives to expedite the proposed implementation schedule.** These alternatives must be provided as an optional line item in addition to the original cost proposal. If approved by CTUIR, the project design and specifications will be revised through design change and/or field change notices as applicable.

3.1.7. References

References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

3.2 Specific Requirements

Proposals must contain information about the Contractor's qualifications, ability to, and experience in completing similar this and similar stream restoration projects.

**PART IV
REVIEW AND SELECTION**

Proposal selection will be completed through a quality-based selection process (QBS) by a review team. The CTUIR will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are: 1) Adequacy of Technical Proposal (10%), 2) Contractor Qualifications and Experience (25%) 3) Aggregate Bid Price (60%), and 4) Indian Preference (5%).

- I. **Adequacy of Technical Proposal:** 10 points
 - a. Proposal content and applicability of the approach for addressing and completing the project design and design specifications.(10)
 - b. GPS controlled construction equipment specified in bid proposal (5)

- II. **Contractor Qualifications and Experience:** 25 points
 - a. Qualifications of Contractor (10) (prior experience of all aspects in stream restoration projects similar to the proposed project, project references and technical experience);
 - b. Project management experience in planning, implementing and managing stream restoration projects of this magnitude (5);
 - c. Company resources available (5); (organization of company, equipment and staffing, and abilities to meet budget and timelines)

- III. **Aggregate Bid Price:** 60 points
 - a. The total potential price of all items combined and the prices for individual items will be considered as part of the evaluation factors. Cost is further evaluated through a cost/benefit analysis based on proposed work and technical expertise (60).

- IV. **Indian Preference:** 5 points

Must meet these factors in order to secure Indian Preference status;

 1. Membership in a Federally recognized Tribe;
 2. Indian Ownership of 51% or more;
 3. Indian Control;
 4. Indian Management;
 5. Financing obtained by Indian person; and,
 6. Equipment obtained by Indian person.

The CTUIR reserves the right to contract all or portions of the work to individual Contractors. Upon completion of the review and ranking process, the CTUIR will negotiate with the responsible Contractor for the contract scope and price. The negotiated contract will be based on fair and reasonable compensation for the services required.



Attachment A: Cost Sheet

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources FISHERIES PROGRAM

Hidaway Creek Instream Implementation Project (Multi-Year) RFP No. 2020/04-411

Date: _____

Work Item #	Work Item	Units	Phase 1 # of Units	Phase 1 Unit Cost	Phase 1 Total Cost	Phase 2 # of Units	Phase 2 Unit Cost	Phase 2 Total Cost	Total Project Cost
1	Environmental Controls, Permit Compliance, BMPs	LS	1			1			
2	Mobilization & Demobilization	LS	1			1			
3	Temporary Stream Diversion	EA	0			5			
4	Temporary Stream Crossing	EA	5			6			
5	Temporary Workplace Isolation		50			18			
6	Cut trees on hillslopes								
6a	Trees	EA	473			853			
6b	Posts	EA	70			528			
7	Evacuate trees from hillslopes and stage								
7a	Trees	EA	473			853			
7b	Posts	EA	70			528			
8	Place Large Wood Within Channel & Floodplain								
8a	Sweeper Structure	EA	18			39			
8b	Near Bank Array Structure	EA	32			18			
8c	Channel Spanner Structure	EA	5			22			
8d	Flow Constriction Structure	EA	8			5			
8e	Apex Structure	EA	8			19			
8f	Supplement Existing	EA	8			2			
8g	Post Assisted Log Structures	EA	0			22			
9	Planting	EA	307			609			
10	Site Clean-up & Repair	LS	1			1			
11	Equipment Rental	HR	30			30			

Bidder's Qualifications must be attached to Bid Sheet

CONTRACTOR'S FULL LEGAL NAME: (PLEASE PRINT OR TYPE):	
AUTHORIZED SIGNATURE:	
PRINTED NAME AND TITLE OF PERSON SIGNING:	
DATE:	
COMPANY ADDRESS:	
FAX NUMBER:	
EMAIL ADDRESS:	
BID PRICES VALID FOR DAYS	

**PART V
ATTACHMENTS**

ATTACHMENT B (on CTUIR FTP site)

Hidaway Creek Design Report and Plan Set

ATTACHMENT C (on CTUIR FTP site)

See Attached BPA HIP III Handbook

INSTRUCTIONS FOR CTUIR FTP SITE

FOR OUTSIDE USERS TRYING TO RECEIVE A FILE ON OUR FTP SERVER

If you just want someone to be able to retrieve files not upload then have Right click on the start button and choose " Open Windows Explorer " (Internet Explorer 7 does not allow FTP that is why you have to do it this way)

In the address bar put this:

<ftp://ftp.services.ctuir.org>

Provide them this username:

- Username: ctuir
- Password: public

Hidaway Creek RFP folder - copy files or drag and drop it to their computer, or open it.