



REQUEST FOR PROPOSALS
[#456-067-EESPT6-RFP-1]
Triple Quadrupole Inductively Coupled Plasma Mass
Spectrometer (ICP-QQQ or ICP-MS/MS)

Confederated Tribes of the Umatilla Indian Reservation
Field Station Laboratory, Energy and Environmental Sciences Program
Department of Natural Resources

CONTRACTORS INVITED TO SUBMIT A PROPOSAL: All individuals with and without Indian preference.

Point of Contact Sheet:

Administrative Contact: RaeAnn Oatman
Office/Fax: (541) 429-7289
Email: raeannoatman@ctuir.org

CTUIR – DNR -- EESP
46411 Timine Way
Pendleton, OR 97801
Attn: RaeAnn Oatman
(541) 429-7289 (phone/fax number)

Technical Contact: Lauren Lewis
Cell: (541) 429-7768
Email: laurenlewis@ctuir.org

Critical Dates:

Proposal Question Submission Deadline:	December 04, 2023
CTUIR Response to Submitted Questions:	December 11, 2023
Proposal Submission Deadline:	December 31, 2023 – 2:00 pm PST
Tentative Award Selection (est.):	January 20, 2024
Contract Award (est.):	February 15, 2024
Project Initiation (est.):	March 01, 2024
Project Completion (est.):	September 30, 2024

1) GENERAL PROPOSAL INFORMATION

PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Proposal Submission deadline date. Please refer to the Point of Contact (POC) sheet for the mailing address, fax number, and other contact information on page one. We accept submissions via mail, fax, or email.

By submitting a proposal, the proposer agrees to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation, Department of Natural Resources, to fulfill all requirements specified in the attached RFP at the proposed price and within the timeframe indicated.

Proposal Questions:

To ensure maximum fairness to all proposers, all questions regarding the attached RFP must be submitted in writing by the Proposal Question Submission Deadline stated on the cover page. Please direct all inquiries to the Administrative Contact noted on the POC sheet on page one.

The proposal must be independently prepared following the enclosed instructions.

The type of contract for this project will be a fixed-price contract. By submitting a proposal, the proposer agrees to fulfill all requirements specified in the RFP at the proposed price and within the time frame agreed upon at the time of signing the contract.

Unless otherwise specified in the RFP, the contract will be awarded to the most responsive and responsible proposer that offers the best value to CTUIR considering all evaluation factors outlined in the RFP, with fair consideration given to Indian-owned, other minority, woman, or disabled-based enterprises.

Before awarding any contract, the CTUIR Department of Natural Resources – Energy and Environmental Sciences Program reserves the right to conduct a pre-award survey to assess the proposer's responsibility and capacity to perform the contract. This survey may include a review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

All proposals must be signed and dated; if a joint venture submits the proposal, each entity must sign the proposal. All proposals must include Proposal # 456-067-EESPT6-RFP-1.

PROJECT LOCATION AND PURPOSE

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is inviting qualified proposers to submit competitive proposals for the procurement, installation, and support of a Triple Quadrupole Inductively Coupled Plasma Mass Spectrometer (ICP-QQQ or ICP-MS/MS). The primary objective of this project is to enhance CTUIR's capacity for environmental monitoring and bolster research initiatives that underpin its First Foods mission. The instrument will be installed and operated at the EESP Field Station Analytical Laboratory at the address specified on page one of this document. This laboratory is not contained within a clean room.

The ICP-QQQ or ICP-MS/MS system will empower CTUIR to accurately measure isotopic ratios and identify radionuclides and their decay products in the environment. This vital

data will aid in making informed decisions regarding First Foods accessibility and formulating mitigation strategies to safeguard and preserve these essential, treaty-protected resources.

The successful proposer will deliver a comprehensive solution, encompassing the requisite equipment, installation, training, and ongoing support as outlined in the Scope of Work detailed later in this document. This all-encompassing solution aims to ensure the smooth integration of the ICP-QQQ or ICP-MS/MS system into CTUIR's existing operations and to facilitate the ongoing advancement of environmental monitoring and research efforts.

PROCUREMENT POLICY AND PROCEDURES

In alignment with the CTUIR Fiscal Management Policy (FMP) and to ensure compliance with all applicable federal regulations, the following procurement policies and procedures are established for this Request for Proposals (RFP).

Conformance with Federal Regulations:

Unless expressly stated otherwise, all procurement activities shall adhere to the provisions of 2 CFR Part 200, as incorporated in the CTUIR FMP. Employees or officials responsible for initiating or authorizing procurement must ensure compliance with any additional rules and regulations mandated by the funding source.

Bond Requirements:

The Tribal Executive Director maintains the authority to waive proposal, performance, and/or payment bond requirements under certain conditions, as outlined in the CTUIR FMP. In the context of an RFP, proposers should be prepared to meet any bonding requirements unless explicitly waived by the Tribal Executive Director. However, the specific bonding requirements, if applicable, will be determined and communicated during contract negotiations with the selected proposer.

Efficient Use of Resources:

Tribal Organizations are encouraged to coordinate procurement efforts to achieve the most significant economies of scale. All authorized employees or officials must ensure that costs incurred are reasonable and that procurement actions are fair, equitable, and compliant with these policies.

Tribal Preference:

In accordance with the CTUIR FMP, preference shall be given to Indian-owned economic enterprises and Indian organizations that possess the ability to perform services and/or deliver goods at the required level of quality and quantity within the necessary time frames and at a reasonable cost.

Proponents acknowledge and agree to comply with CTUIR procurement policies and procedures by submitting a response to this RFP.

2) SCOPE OF WORK

SYSTEM REQUIREMENTS AND LIMITATIONS

EESP seeks proposals for an advanced analytical system capable of performing qualitative and quantitative analysis of a diverse array of target analytes at ultra-low concentrations. The instrument must operate in true ICP-MS/MS mode, featuring two mass-selective quadrupoles, each delivering less than 1 atomic mass unit (amu) bandpass resolution.

Additionally, the system must possess an intermediate collision/reaction chamber (CRC) equipped with multiple computer-controlled gas lines managed through the system's integrated ICP-MS software. The design should ensure easy handling of high-dissolved-solid matrices without the need for manual adjustments during operation.

The system must meet or surpass the following specifications upon installation:

Guaranteed Specifications at Installation	Minimum Acceptable Value
⁷ Li Sensitivity (Mcps/ppm)	>150
²³⁸ U Sensitivity (Mcps/ppm)	>500
¹¹⁵ In Sensitivity (Mcps/ppm)	>500
QQQ Oxygen Mode, ³² S as SO ⁺	<100 ppt*
Oxides (%) CeO ⁺ /Ce ⁺	<2%
Double Charge Ce ⁺⁺ /Ce ⁺	<3%

*Instrument utilizing O₂ in MS/MS mode

Proposers must submit a comprehensive proposal that includes the following:

System and Ancillary Equipment Costs: Provide a detailed breakdown of all costs associated with the procurement of the ICP-QQQ system and all necessary ancillary equipment (e.g., autosampler, sample introduction system, cooling components, computer system, vacuum pump, operating software, and data processing software)

Performance Capabilities: Include comprehensive information illustrating the performance of the proposed system under varying conditions and matrix compositions. Parameters to detail may encompass system sensitivity, linear dynamic range, detection limits, repeatability, robustness, and stability across different sample types, concentrations, and matrices. Please present performance data, case studies, or other validating documents to substantiate these claims.

Installation, Commissioning, and Training Costs: Detail all costs for the system's installation, commissioning, and training for CTUIR personnel operating the system.

Service Contract Agreement: Your proposal should include a renewable service contract agreement that extends all warranties related to the purchased items. This agreement should cater to an annual preventative maintenance visit and as-needed technical support, comprising on-site visits if necessary. Detail the system's continuous operation provisions and a ten-year projection of potential price increases.

Delivery Timeline: Furnish an anticipated delivery timeline after the contract award, considering the critical dates listed in the RFP.

Compliance Evidence: Include evidence or certificates of compliance with industry standards, safety requirements, and applicable regulations.

Payment Terms: Specify your preferred payment terms, including any initial costs to be paid upon contract signing, progress payments, and the final payment upon satisfactory completion and acceptance of work. Please note that CTUIR typically operates under net 30 payment terms.

Relevant Evaluation Criteria:

Notice to Proposers: Proposals must address all minimum system requirements as specified. Where direct data for specified requirements is unavailable, alternative data must be provided. This data should be explicitly linked to the requirement it addresses. Proposals not meeting minimum requirements directly or through alternative data will be considered incomplete and may be disqualified.

1. Instrument Functionality and Core Specifications (30 points)

True ICP-MS/MS Functionality (10 points): Detail true ICP-MS/MS mode operation, mass-selective quadrupoles with <1 amu bandpass resolution, and intermediate CRC with multiple computer-controlled gas lines.

Matrix Handling Capability (10 points): Describe the system's design for handling high dissolved solid matrices without manual adjustments.

Additional Instrument Features (10 points): Provide information on features that enhance the system's utility and efficiency.

2. Sensitivity and Analytical Performance (30 points)

Sensitivity to Key Isotopes (15 points): Non-cleanroom system must meet or exceed the minimum acceptable values for Li, U, and In sensitivity as specified.

Performance Under Various Conditions (15 points): Demonstrate the system's performance capabilities, including linear dynamic range, detection limits, and stability across different sample types and concentrations.

3. Specialized Detection Capabilities (20 points)

Oxides and Double Charge Control (10 points): Detail how the system maintains oxide ratios ($\text{CeO}^+/\text{Ce}^+ < 2\%$) and double charge ratios ($\text{Ce}^{++}/\text{Ce}^+ < 3\%$).

QQQ Oxygen Mode for Sulfur Analysis (10 points): Explain the system's ability in QQQ Oxygen Mode for detecting ^{32}S as SO^+ below 100 ppt.

4. Ancillary Equipment and Integration (10 points)

Equipment Specifications and Costs (5 points): Include cost breakdown and specifications for ancillary equipment.

System Integration (5 points): Demonstrate integration capabilities, particularly in non-cleanroom environments.

5. Installation, Commissioning, and Training (15 points)

Installation and Commissioning Plans (7 points): Outline installation, commissioning, and training process with associated costs.

Training Program (8 points): Detail the training program for CTUIR personnel, focusing on operation and maintenance.

6. Pricing and Cost-Effectiveness (10 points)

System Cost Breakdown (5 points): Provide a comprehensive cost breakdown for the system and additional equipment.

Value Assessment (5 points): Evaluate pricing in relation to system value and capabilities.

7. Past Performance and Reliability (10 points)

Quality of Previous Projects (5 points): Outline the quality and relevance of previous projects undertaken, especially those similar in scope and complexity to this RFP. Evidence could include case studies, client testimonials, or project reports.

Adherence to Contract Terms and Timelines (5 points): Demonstrate a history of adhering to contract terms, including project timelines and deliverable quality. This can be evaluated based on references or records of past contracts.

8. Renewable Service Contract and Long-Term Cost Projections (10 points)

Renewable Service Contract (5 points): Detail terms for annual preventative maintenance and technical support, including on-site support.

Continuous Operation and Cost Projection (5 points): Outline continuous operation provisions and a ten-year price projection.

9. Compliance and Safety Standards (5 points)

Compliance Evidence (5 points): Submit proof of compliance with industry standards and safety requirements.

10. Indian and Minority Business Enterprise Preference (Non-point-based)

Preference Review (Non-point-based): Indian-owned and minority business enterprises will be given preferential review.

Disqualification Factors

- Failure to meet core instrument functionalities and specified sensitivity values.
- Inadequate detailing of specialized detection capabilities.
- Incomplete or unclear cost breakdowns for system and ancillary equipment.

- Lack of comprehensive plans for installation, commissioning, and training.
- Absence of a detailed service agreement or non-compliance with industry standards.

GENERAL WORK PROVISIONS

Materials and Services Furnished by the Contractor:

The contractor must supply all materials, tools, equipment, and experienced laborers necessary to complete the work specified in the contract. In addition, the contractor must furnish and cover all equipment, operation, and transportation costs required for the installation. The contractor must provide an experienced, qualified supervisor for installing, operating, and maintaining the ICP-QQQ system. The supervisor shall ensure all safety equipment and training for crew members using tools are in place. The supervisor shall be the designated representative to supervise contract operations and represent the contractor.

Contractor Liability, Licensing, and Insurance Requirements:

The contractor shall be held responsible for all damages to persons or property resulting from the contractor's fault or 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 provide workers' compensation insurance for CTUIR employees when they are on the work site.

The contractor must be licensed 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. The contractor must provide Commercial Automobile Liability Insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in the performance of the Services or (2) any other amount required by applicable law. The contractor must also provide a certificate of workers' compensation insurance (if the contractor has employees).

The contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before work commences, as required by the federal funding agency and applicable state laws for public works projects in Oregon.

Furnished Materials and Services:

The contractor shall provide experienced staff and all necessary materials to complete the installation and initial set-up of the ICP-QQQ system as described in this document. The CTUIR or designated agent will provide access to work areas and access roads, administer the contract, and oversee all work elements. Regular inspections of work for compliance and certification of the contractor's work shall be conducted by the CTUIR.

Proposal Itemization:

Proposers must provide a comprehensive breakdown of costs associated with purchasing the ICP-QQQ system and all necessary supporting equipment. This includes but is not limited to, the autosampler, sample introduction system, vacuum pump, cooling components required for regular operation, and computer system equipped with software to manage the system and process the resultant data.

Proposers should include a provision for a renewable service contract agreement, effective annually. This agreement should maintain all warranties tied to the procured items and include an annual preventive maintenance review. Additionally, it should offer conditions for need-based technical support, potentially requiring on-site visits, to guarantee the system's uninterrupted operation. It's crucial to note that new and certified refurbished systems and associated equipment included in the proposal should be assured service support for at least ten years starting from the purchase date.

Proponents facilitate a transparent and equitable evaluation process by thoroughly itemizing all equipment, services, and support costs. This enables CTUIR to make an informed decision when selecting the most fitting solution.

Work Completion and Quality Assurance:

The completion of work will be assessed based on the successful installation and initial setup of the ICP-QQQ system, which must align with the specifications outlined in this document. If any aspect of the work meets the specified requirements, it will be deemed satisfactory, and the contractor will be required to perform rework until the standards agreed upon in the contract are met.

To ensure smooth communication and adherence to the project requirements, the contractor must maintain a complete copy of the contract and on-site specifications. During discussions and project progress evaluations, this will be a reference for the contractor, their employees, and CTUIR personnel. By maintaining a clear and accessible record of project expectations, both parties can work together to achieve a successful outcome.

Timeline and Penalties for Unauthorized Delays:

- a. The project will commence on the Project Initiation date indicated on the cover page, with an expected completion date on or before the Project Completion date specified on the same page.

The Contractor must complete all aspects of the work before the Project Completion date unless completion is delayed due to weather or 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 the project's progress shall be discussed and agreed upon with the CTUIR.
- c. Work shall commence once the work schedule is approved, then shall be ongoing unless weather conditions or circumstances beyond the Contractor's control prevent working. Any deviation from the approved work schedule must be approved in writing by the CTUIR.
- d. The CTUIR will levy a penalty of \$500/day against the contractor if the project is not completed by the scheduled completion date outlined on page one or some other date mutually agreed in writing by both parties.

Payment:

Proposers must submit their most competitive and final pricing for the requested products and services, as this document outlines. Prices should be itemized and broken down as requested in the proposal submission guidelines.

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is eligible for GSA pricing. Proposers who are GSA Schedule contract holders should provide their GSA pricing, clearly indicating the applicable GSA Schedule number and terms.

Payment for the completed work will be made according to the agreed-upon payment schedule and terms set forth by both parties in the final contract. CTUIR follows a net 30 payment policy, which means that payment is made within 30 days following the approval of the final invoice or as stipulated in the contract, whichever is deemed most appropriate.

Upon receiving the final invoice, CTUIR personnel will conduct a final inspection to evaluate the quality of the work. If the work meets the required standards during the final inspection, payment will be issued within the designated net 30-day timeframe.

All prices should be presented in United States Dollars (USD) and include applicable taxes, fees, shipping, or other associated costs. Payment terms will be subject to negotiation upon awarding the contract, based on the best interests of CTUIR and in accordance with applicable regulations and policies.

Site and Property Management:

The Contractor must ensure their activities minimize any negative impact on the property. They are only permitted to use vehicles at designated project access points and should use them sparingly to prevent unnecessary wear and tear on the site.

In the event that any damage is caused to the facilities or equipment by the Contractor, they are required to repair or replace the damaged items at their expense promptly. Final approval from CTUIR will be contingent upon the satisfactory completion of all repairs and replacements, as well as the project's overall completion in accordance with the contract's terms and conditions.

Final approval signifies that CTUIR has reviewed and inspected the completed work, confirming that it meets the agreed-upon specifications, quality standards, and any additional requirements outlined in the contract. Once final approval is granted, the Contractor is eligible for the release of any withheld payments and the closure of the contract.

Affirmative Steps and Indian Preference:

In accordance with 2 CFR 200.321, the CTUIR will take affirmative steps to ensure the use of minority-owned, women's business enterprises, Indian-owned businesses, and labor surplus area firms when possible. These steps may include the following:

- Providing Indian-owned, minority-owned, and women-owned businesses with necessary information and guidance on the proposal submission process.
- Partitioning total requirements into smaller tasks or quantities to enable maximum participation by these firms.

- Formulating delivery schedules that are conducive to encouraging participation from these firms.
- Utilizing the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as needed.

The contract will be awarded to the most responsive, responsible proposal that offers the best value, considering the above inclusion measures and giving fair consideration to Indian-owned, minority-owned, and women-owned businesses. In scenarios where a responsive, responsible Indian proposer's cost is within 10% or \$9,000 (whichever is lower) of the lowest non-Indian proposer, preference may be accorded to the Indian-owned business.

WARRANTY AND SUPPORT:

Proposers are expected to offer a comprehensive warranty for the ICP-QQQ system, extending at least one year from the installation date. The warranty should encompass all system components, including parts and labor, to guarantee reliable operation and timely resolution of potential issues. Proposers should detail the procedure for handling warranty claims and the expected duration for repairs or replacements. Proposers must also outline a renewable service contract agreement with an extendable warranty incorporating annual preventive maintenance visits and need-based technical support.

3) CONTRACT AWARD:

The contract will be conferred upon the proposer, offering the most responsive, responsible, and cost-effective proposal that fulfills the evaluation criteria and stipulated requirements in the RFP. Fair consideration will be extended to Indian-owned, minority-owned, woman-owned, or disabled-owned enterprises.

Following the contract award, the successful proposer must formalize an agreement with the Confederated Tribes of the Umatilla Indian Reservation, Department of Natural Resources. The agreement will specify the terms and conditions, including a termination clause that will determine the parameters for contract termination by either party and any associated penalties or consequences.

The CTUIR Department of Natural Resources – Energy and Environmental Sciences Program reserves the right to conduct a pre-award survey to determine the contractor's responsibility and capacity to perform the contract before awarding any contract. This survey may include a review of prior subcontracting agreements, financial capacity, and the quality of work performed on other contracts.