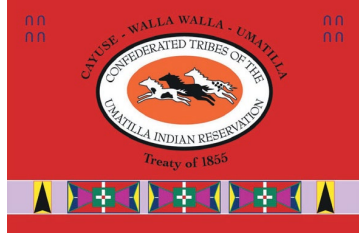


**REQUEST FOR PROPOSALS
(RFP)**

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

**Desolation Creek Reach 3, 1003 Road Removal
(Grant County, Oregon)**



RFP No. 2024/01
DATE ISSUED: June 13, 2024

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

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

Critical Dates:

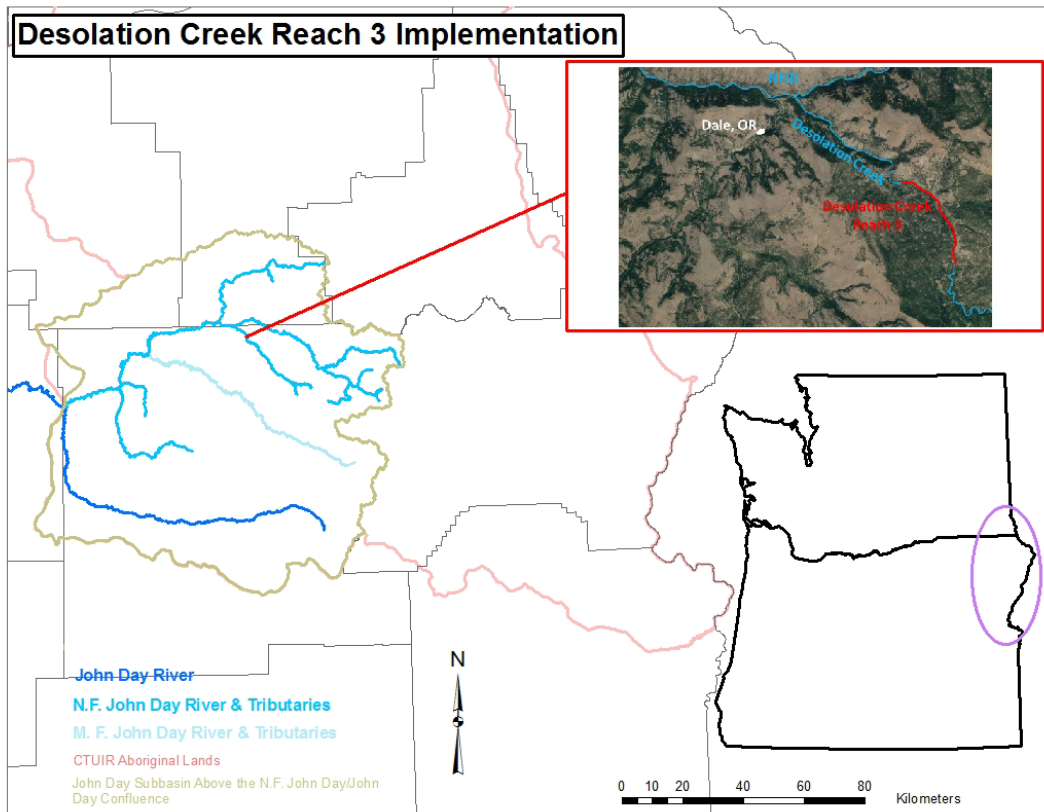
Site Visit: Monday July 1, 2024, 9:00 a.m. PST
Question Submission deadline: Monday July 8, 2024, 2:00 p.m. PST
Proposal Submission Deadline: Thursday, July 18, 2024 - 4:00 p.m. PST
Tentative Award Selection (est.): July 25, 2024
Contract Award (est.): May 1, 2025
Project Initiation (est.): July 15, 2025
Project Completion: August 15, 2025

Attachment A – Cost Sheet
Attachment B - Design Specifications
Attachment C – BPA HIP IV Handbook

PART I - GENERAL INFORMATION and RFP PROCESS
Desolation Creek Reach 3 Instream Project

1.1 Project Location and Purpose

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is leading restoration of Desolation Creek's Reach 3 (River Miles 2.6-4.4). CTUIR is pursuing restoration throughout Desolation Creek with a focus on addressing ecological concerns and restoration of First Foods. Desolation Creek is a major tributary of the North Fork John Day River near Dale, Grant County, Oregon. CTUIR has identified Desolation Creek as one of three priority tributaries in the North Fork John Day watershed. Desolation Creek falls within the Middle Columbia River Distinct Population Segment (DPS) and the John Day River Major Population Group (MPG) as identified in the Middle Columbia Steelhead Endangered Species Act (ESA) Recovery Plan (NMFS, 2009).



Reach 3, as identified in the Geomorphic Assessment and Action Plan (GAAP, CTUIR and Tetra Tech, 2016), is a Tier 1 (highest priority) reach for restoration. For the purposes of this project design and grouping of restoration opportunities/constraints, the project reach is divided into four sub-reaches (A, B, C, and D ordered upstream, Figure 1) which each encompass approximately ¼ of the project reach. Along the project reach, two small perennial tributaries (one named Moonshine Creek, and the other unnamed) enter from river right. Several springs also enter from both valley walls along the project reach.

The reach is accessed by USFS 1003 Rd with multiple spur roads off of the 1003 Rd that can be used to access specific portions of the work site.

The project reach is managed by the Umatilla National Forest's North Fork John Day Ranger District (UNF) located in Ukiah, Oregon. A small inholding (<1 acre) at the upper end of the 1003 Rd's removal is owned

by a private owner who has a recreational cabin located there. Access to the cabin must be maintained during and after implementation.

The portion of the larger meadow where the 1003 Rd is located contains some of the highest quality existing habitat of the meadow. Notable natural features include a large wetland through which the 1003 Rd is located and an unnamed creek and Moonshine Creek entering the wetland. A new section of road was constructed in 2023 over which traffic will be routed once road obliteration occurs.

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

Implementation is expected to occur during the **2025 instream work window** unless an extension is granted by permitting agencies. Work outside the OHWM will be feasible as long as other permit specifications are met and site conditions allow.

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 **Thursday, July 18, 2024, at 4:00 pm, Pacific Standard Time (PST)**. Proposals received after the specified time will not be considered. Contractors must submit an electronic version of the proposal by email to:

Julie Burke, julieburke@ctuir.org

Proposal should be in PDF format.

Subject line should read: **“Desolation Creek Reach 3, 1003 Road Removal Request for Proposals”**

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 **Monday July 8, 2024 at 2:00 PM**. The CTUIR will not consider any requests submitted after the time period specified above. Any Contractor taking exception to the RFP provisions may be deemed non-responsive and rejected. 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 **Tuesday, July 9, 2024 at 4:00 PM PST**.

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."

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 Proposal Evaluations and Tentative Award

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 toward 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 proposal 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 Contractor recommendations (but still within the scope of this RFP) or reduce the scope of services.

The 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 seven (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 the 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 July 1, 2024, 9:00 AM PST**. Prospective contractors will meet at USFS 1003 and 10 Road junction with staff from CTUIR (44.97799/-118.90897). Contractor attendance is encouraged to inform their proposal.

Directions to Project Site:

To get to the site follow US 395 south from Ukiah 15.4 miles to the bridge crossing the North Fork John Day River. Turn left on to the USFS 55 Rd traveling upstream 0.7 miles and turn right to cross a bridge heading up Desolation Creek. Follow this road approximately 2.9 miles to the USFS 10 & 1003 Rd junction.

PART II
SERVICES AND MATERIALS TO BE PROVIDED

2.1 Scope of Work

This contract provides for removal of 0.3 miles of the 1003 Rd, transport of excavated materials to a quarry on the property (~5 miles distant), grading Moonshine and Unnamed Creek alluvial fans and 1003 Road connections, import and distribution of finer materials to finish graded floodplain surface, floodplain grading, and optional 0.3 miles of additional road obliteration and resetting a cattle guard. Road removal and associated activities include implementation of relevant BMPs such as temporary water control measures, water diversion, erosion control measures in and in accordance with Attachment B.

All project elements shall be constructed according to the accepted design drawings, specifications, and permit conditions, as directed on-site by UNF and CTUIR staff or their designated representatives. The CTUIR will negotiate a final contract based on the Contractor’s proposal, design and specifications, permit requirements, and implementation plan. Contract implementation will be conditional on receipt of funding and all regulatory permits by project start date and any granted extensions to the instream work window. All work shall be completed in accordance with the contract provisions, specifications, and drawings.

The selected contractor will prepare the site for construction including material removal, wasting, and application, BMPs, and site clean-up. All HIP III conservation measures will be adhered to. Work includes;

1	Mobilization
2	Best Management Practices
3	1003 Road Excavation and Grading
4	1003 Road Excavated Material Transport to Quarry
5	Moonshine and Unnamed Creek Alluvial Fan Grading
6	1003 Road Connection Regrading
7	Floodplain Clean-up
8	Site Clean-up
9	Optional - Material Import
10	Optional – Road Obliteration
11	Optional – Cattle Guard Reset

2.2 Project Specifications

Final design drawings for the Desolation Creek Reach 3 Instream Project Proposal Request are located digitally at: [Reports & Data – John Day River Basin](#) under ‘File Share’. Password to access the files is ctuirfish123jd. Contractors are encouraged to download these documents for the site tour and bid process.

2.3. Desolation Creek Reach 3 Instream Project

Work Item 1: MOBILIZATION & DEMOBILIZATION – Transportation of equipment to the project site will be at the contractor's discretion and can occur before or after the in-water work window, so long as equipment and material staging is compliant with project BMP's and does not require in-water work. Rental equipment and site cleanup and restoration associated with equipment as part of demobilization will be considered part of this Work Item.

Work Item 2: BEST MANAGEMENT PRACTICES – Activities will align with relevant design, construction, and permit specifications. The 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 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, dust abatement, invasive species control, workplace isolation, and materials storage. The contractor will be responsible for pollution and erosion control and associated tasks not limited to turbidity monitoring and addressing turbidity exceedances as they occur. BMPs are detailed in Attachment C and relevant permits as they become available.

Work Item 3: 1003 ROAD EXCAVATION AND GRADING – Road prism excavation (~3,100cy³) will occur within boundaries marked by UNF and CTUIR staff along a 0.3-mile section of the existing 1003 Rd. Excavation to the native floodplain surface will occur although some level of additional excavation may be needed as the extent of stabilizing material, if any, used as a base for the road prism is unknown. Large wood from within the larger meadow may be distributed on the excavated surface. Depending on the materials found, finer materials may need to be brought in as the finished surface (Work Item 8). Excavation will occur in such a manner that equipment does not enter aquatic habitats and use of temporary culverts to cross aquatic habitats will be minimized. Existing Moonshine and Unnamed Creek culverts will be removed and disposed of off the property by the contractor.

Work Item 4: 1003 ROAD EXCAVATED MATERIAL TRANSPORT TO QUARRY – Rock and soil not used on site will be transported to a quarry on the property five miles distant for disposal. Materials will be placed in the quarry in such a manner as to facilitate future use. A relevant BMPS will be used to stabilize the material pile and prevent runoff to sensitive habitats.

Work Item 5: MOONSHINE and UNNAMED CREEKS ALLUVIAL FAN GRADING – Moonshine and Unnamed Creek’s alluvial fans will be graded to align with existing fan topography and extent as directed by CTUIR staff (~25cy³ and 800cy³ respectively). To the extent possible locally sourced material will be used for regrading although the potential exists for finer material’s import. Imported fine material for alluvial fans will be accounted for in this Work Item. Any material that would not typically exist in this location prior to road development will be removed prior to fan grading.

Work Item 6: 1003 ROAD CONNECTION GRADING – Rock from the 1003 Roadbed or transported from the Work Item 4 quarry will be used to smoothly grade transitions between the new section of 1003 Rd and existing road. This will require distribution and compaction of material. Costs associated with any imported grading material will be accounted for in this Work Item.

Work Item 7: FLOODPLAIN CLEAN-UP – In an area of ~1.0 acres where work ceased in 2023 because of wet conditions pull back rocks and large wood, adjust topography, and replace large wood. Large rock will be removed from this location to a nearby storage/use area.

Work Item 8: SITE CLEAN-UP - Work Item includes removal of all construction equipment, structures, and obstructions as listed in Section 00310 of Attachment 2 including the element which states “Work under this section includes removal, haul and disposal of miscellaneous trash, car parts, debris, and flotsam in Desolation Creek, and graded areas”. All excess wood and/or rock will be spent on the floodplain or within Desolation Creek as directed by UNF or CTUIR staff.

Work Item 9: OPTIONAL – MATERIAL IMPORT - As necessary, excavate and import floodplain material from upper and lower end of the valley (respectively 0.3 and 0.6 miles distant) to provide a suitable planting medium. Upstream materials will be used first with those in the lower area excavated from the floodplain. This Work Item will only be exercised through express permission of CTUIR staff. All costs associated with this material’s loading, transport, and distribution will be accounted for here. Estimated ~ 450 cy³.

Work Item 10: OPTIONAL – ROAD OBLITERATION – Will only occur with landowner consent. Obliterate 0.3 miles of existing road below the 1003 Road bridge. The existing road surface will be ripped (1/3 closest to adjacent hillslope) and recontoured with the adjacent hillslope. Any non-native materials will be hauled to the quarry identified in Work Item 4. A portion of the road adjacent to a spring will be over excavated with a mix

of angular rock and native soils (~20 cy3) graded to allow downstream flow into an abandoned stream channel.

Work Item 11: OPTIONAL – CATTLE GUARD RESET – Will only occur with landowner consent. Create up to two water bars and increase roadside drainage along 150' of existing road. Depending on the amount of soil within the guard it may need to be cleaned out and reset on its footings.

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 within areas of activity at all times.
- C. Equipment will be free of leaks and in good operating condition.

2.3.2. Minimum Equipment Specifications:

Proposed equipment includes heavy machinery and equipment that facilitates all elements of the project. 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 the crew.
- 3. All required safety equipment and training for crew members in the 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 150 feet of any water body or stream in the vicinity of the project site unless a variance allows for less distance. 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 the 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. 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 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).

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

A bid 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 haul off the project site and dispose of all refuse created by the Contractor's activities 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 always maintain a complete copy of the contract and specifications on-site, for use by the contractor and the contractor's employees, and to provide reference in discussions with CTUIR personnel.

2.3.15. Timeline and Penalties for Unauthorized delays

- a. Project construction is scheduled to begin by **July 15, 2025**, pending completion of environmental permits, landowner clearances, and as soon as ground conditions permit. The scheduled date for completion of instream work is August 30, 2025. 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. Variances secured before implementation begins and site conditions may alter these dates.
- b. Once work has 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 30, 2022/23, or another date mutually agreed in writing by both parties.

2.3.16. Payment

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

2.3.17. Use of Premises

Camping of selected contractor personnel may be permitted on the property as allowed by landowner management requirements allow. 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 6% of lower non-Indian bidder.

PART III
PROPOSAL REQUIREMENTS

3.1 General Requirements

For the purpose of the **Desolation Creek Reach 3 1003 Road Removal 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 terms and conditions contained in the RFP.

3.1.2. Firm Summary

The Contractor will provide general information regarding their 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 similar to the proposed project which have been successfully completed by the contractor. Contractor must demonstrate experience in and the availability to provide 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 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, and workplace isolation. 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 Contractor's 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 timeline 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**

4.1 GENERAL INFORMATION

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 outlined below.

4.2 REQUEST FOR PROPOSALS and SELECTION CRITERIA

The criteria to be evaluated and weighted are: 1) Adequacy of Technical Proposal (14%), 2) Contractor Qualifications and Experience (28%), 3) Aggregate Bid Price (56%), and Indian preference (2%).

- a. **Adequacy of Technical Proposal:** 50 points
 - 1. Proposal content and applicability of the approach for addressing and completing the project design and design specifications.

- b. **Contractor Qualifications and Experience:** 100 points
 - 1. Qualifications of Contractor (34) (prior experience of all aspects in stream restoration projects similar to the proposed project, project references and technical experience).
 - 2. Project management experience in planning, implementing and managing stream restoration projects of this magnitude (33);
 - 3. Company resources available (33); (organization of company, equipment and staffing, and abilities to meet budget and timelines);

- c. **Aggregate Bid Price:** 200 points
 - 1. 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 (80).

- d. **Indian Preference:** 10 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 RFP process is designed to result in the selection of a contractor who demonstrates the capability to complete the work at the best value.

PART V
ATTACHMENTS

- Attachment A – Cost Sheet
- Attachment B – Design Plans and Information Available at [Reports & Data – John Day River Basin](#)
- Attachment C – BPA HIP IV Handbook



Attachment A: Cost Sheet

Project Title/Number: Desolation Creek Reach 3, 1003 Road Removal

RFP No. 2024/01

Date: _____

ITEM #	ITEM	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	ea		
2	Best Management Practices	1	ea		
3	1003 Road Excavation and Grading	3,100	cy ³		
4	1003 Road Excavated Material Transport to Quarry	3,100	cy ³		
5	Alluvial Fan Grading				
	Moonshine Creek	20	cy ³		
	Unnamed Creek	800	cy ³		
6	1003 Road Connection Grading	1	ea		
7	Floodplain Clean-up	1	ac		
8	Site Clean-up	1	ea		
9	Optional - Material Import	450	cy ³		
10	Optional – Road Obliteration	0.3	mi		
11	Optional – Cattle Guard Reset	1	ea		
TOTAL PROJECT COST					

Bidder's Qualifications for the **Desolation Creek Reach 3, 1003 Road Removal** must be attached to Cost 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	