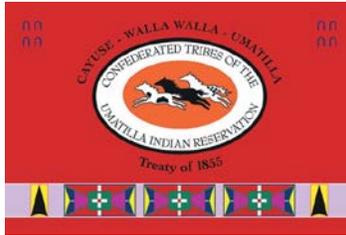


INVITATION FOR BIDS (IFB)

Confederated Tribes of the Umatilla Indian Reservation

*North Fork John Day Fish Habitat Enhancement Project
Department of Natural Resources*

Granite Creek Mine Tailing Restoration Materials Supply (Granite County, Oregon)



IFB No. 2019/04-411

DATE ISSUED: April 12, 2019

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, April 22, 2019 , 9:00 AM local prevailing time
Question Submission deadline:	Wednesday, April 24, 2019 , COB
Bid Submission Deadline:	Tuesday, April 30, 2019 at 2:00 p.m. local prevailing time
Public Bid Opening:	Tuesday, April 30, 2019 @ 2:15 p.m. local prevailing time
Tentative Award Selection (est.):	May 8, 2019
Contract Award (est.):	May 22, 2019
Project Initiation (est.):	June 17, 2019/20
Project Completion:	August 30, 2019/20

PART I - GENERAL INFORMATION and IFB PROCESS
Granite Creek Mine Tailing Restoration Effort

1.1 Project Location and Purpose

The project area is located on property owned and managed by Robert Pedracinni, Cody McConnell, and Bob McConnell and/or the Umatilla National Forest approximately 2 miles west of Granite, Oregon in Township 8 South, Range 35 East, and Section 31.

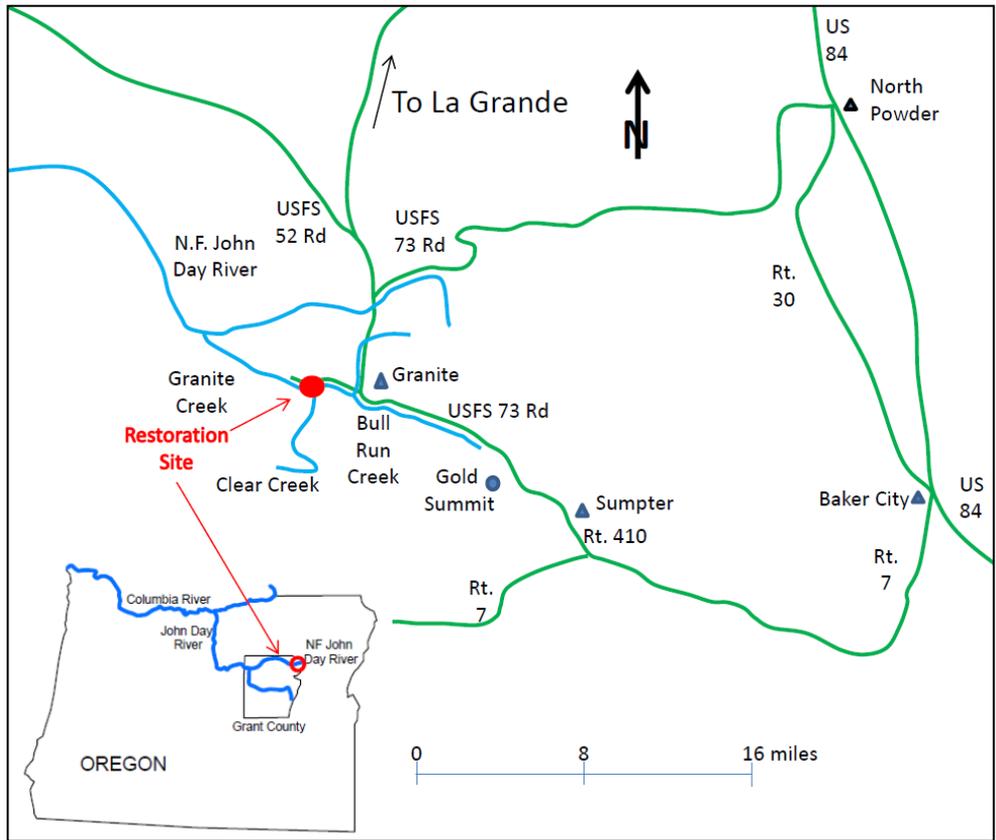


Figure 1. Area map for the Granite Creek Mine Tailing Instream Restoration effort.

Planned actions include: stream channel adjustments to reduce channel gradient and habitat frequency, side channel development to improve off channel habitat for aquatic species, addition of large woody material to improve primary and secondary channel complexity, floodplain grading and the development of side channels to improve floodplain connectivity, and native vegetative plantings to improve floodplain complexity and streamside shade.

The CTUIR is requesting bids for the delivery of large wood material that meets design specifications as detailed in Part II of this IFB and accompanying Attachment A - Project Design Report and Plan Set.

1.2 Project Timeline

The Granite Creek Mine Tailing Restoration Effort will occur progressively in two individual and adjacent sub-reaches of the larger project area. For the purpose of this IFB, the design portions to be implemented are Phase 1 between Stations 8+00 to 26+25 and Phase 2 between Stations 26+25 to 47+00 (Attachment A). Phase 1 will be completed first in a single year (2019) with Phase 2 to follow as a single effort the

consecutive year (2020). However, if funding and/or permitting timelines allow for implementation of both Phases 1 & 2 in a single year during 2020 or beyond the CTUIR may request this of the contractor.

Large wood delivery will conform to in-stream implementation efforts and the 15 July to 15 August in-stream work window and an extension will not be requested as spring Chinook salmon regularly spawn within the project site. Work outside of this window and outside of the ordinary high water mark may occur with approval by the CTUIR.

1.3 Scope of IFB

This IFB provides the specific services to be contracted, information concerning the preparation and submittal of bids, an explanation of how bids will be evaluated and terms and conditions of the contract that may be awarded as a result of the IFB. Contractor bid 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 Bid Submissions

The closing date for bid submissions will be on **Tuesday April 30, 2019 at 2:00 pm**, local prevailing time. Bids received after the specified time will not be considered. Contractors must submit Bid to:

Confederated Tribes of the Umatilla Indian Reservation
Attention: Julie A. Burke, DNR Fisheries Program
Granite Creek Streambank Stabilization Effort – SEALED BID DO NOT OPEN
46411 Timine Way
Pendleton, Oregon 97801

1.5 In Writing

Bids shall be prepared by printer or typewriter. No oral, handwritten, telephone, e-mail, or facsimile bids will be accepted.

1.6 Necessary Information

Bids must contain all information requested in the IFB. The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete bid packages.

1.7 Cost of Bids

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

1.8 Request for Clarification

Contractors may submit a written request for clarification, no later than **12:00 PM on April, 24 2019**. The CTUIR will not consider any requests submitted after the time period specified above. Any Contractors taking exception to IFB provisions may be deemed non-responsive and may be rejected. Questions regarding the IFB or request for clarification shall be sent to the CTUIR's Technical Representative listed on the IFB's cover page.

1.9 Response to Requests for Clarification

The CTUIR will promptly respond to properly submitted written request for clarification no later than COB on **April 25, 2019**.

1.10 Bids Constitute Firm Offers

Submission of a bid constitutes Contractor's affirmation that all terms and conditions of the bid 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 bid in ink. Contractor's signature and submission of a signed bid in response to the IFB constitutes Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the IFB and by all terms and conditions of the Contract awarded.

1.12 Type of Contract

The CTUIR shall execute a fixed-priced contract.

1.13 Confidential Information

Bids 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 IFB 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 Bids

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

1.15 Cancellation of IFB

The CTUIR may cancel this IFB at any time upon finding that it is in the CTUIR's or the landowners' best interest to do so.

1.16 Rejection of Bids

The CTUIR may reject a particular bid or all bids 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 Bid and Tentative Award

The CTUIR will provide a written tentative award notice to the responsive, responsible Contractor whose bid is lowest in price, and meets or exceeds the overall project objectives as outline in this IFB.

Final award will be contingent upon successful discussion of a contract within fourteen (14) working days after the tentative award. During this fourteen day period the CTUIR may also discuss 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 IFB or reduce the scope of services.

1.18 Protest of Tentative Award Selection

A notification of tentative award will be communicated to all Contractors that submitted a bid in response to this IFB. 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 IFB 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 IFB 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 IFB. 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 Visit

A site tour is tentatively scheduled for **April 22, 2019 at 9:00 AM PST**. Prospective contractors will meet at the project site with staff from CTUIR, GeoEngineers, and Umatilla National Forest (UNF). Contractors are encouraged to attend to inform their bid. At this time of the year travel to the site from the north through Ukiah or Starkey, Oregon may not be possible. As of 1 April the site was inaccessible save by foot.

Directions to Project Site: From Granite, Oregon head west on Grant County Road 24 for approximately 1.5 miles turning on to USFS Road 1035 for approximately 0.5 miles. The project area is located south and adjacent to USFS Road 1035.

PART II
SERVICES AND MATERIALS TO BE PROVIDED

2.1 Scope of Work

The IFB bid sheet identifies implementation sites by Stations 8+00 to 26+25 (Phase 1) and Stations 26+25 to 47+00 (Phase 2) for which the cost of providing materials is being requested as they fall within expected funding constraints (Table 2). Phase 1 will be completed first in a single year with Phase 2 to follow as a single effort the consecutive year. However, if funding and/or permitting timelines allow for implementation of both Phases 1 & 2 in a single year during 2020 or beyond this the CTUIR may request this of the contractor by the CTUIR. Materials will be delivered green during the year of implementation. Attachment A shows all necessary specifications while the IFB bid sheet identifies the number of units required. Fully operated heavy equipment capable of loading, delivering, and unloading materials will be supplied by the contractor.

Work shall include supplying large wood to the project site’s staging area that aligns with design specifications. This will also require the acquisition of permits necessary to transport woody material and applying with applicable BMPs during material delivery.

Work Item #	Work Item	Units	Phase 1 # of Units	Phase 2 # of Units	Total # of Units
1	Deliver Large Woody Material	LS	338	402	740
2	Environmental Controls, Permit Compliance, BMPs	LS	1	1	2

Table 1. Work Items for the Granite Creek Mine Tailing Restoration Materials Supply IFB.

2.2 Project Specifications

Final design drawings for the Granite Creek Mine Tailing Restoration Effort are located digitally at: <ftp://ftp.services.ctuir.org>, Username: **ctuir**, Password: **public**, in the NFJD Folder: Granite Creek RFP folder. Contractors will be expected download these documents for the bid tour and bidding process.

2.3 Granite Creek Min Tailing Restoration Materials Supply

Work Item 1: MATERIALS SUPPLY – The Contractor will deliver to the project site’s staging areas large woody material which meets design specifications. These activities are expected to occur from an estimated 17 June through the in-stream work window. Site capacity may require that trees are moved to staging areas within the project site progressively.

The UNF will be providing large woody material likely in the ‘Racking’ size class to be gathered by the implementation contractor. Current site access prevents our obtaining a count from the UNF so bids for materials will need to include all woody material to be supplied at this time. Adjustments to account for woody material provided by the UNF will occur at a later date prior to materials delivery by the contractor awarded the Materials Supply contract. In effect, woody material supplied by the Contractor will provide the balance of material not obtained from UNF lands.

Work Item 2: PERMIT COMPLIANCE and BMPs - Contractor will secure permits not previously obtained by the CTUIR prior to the beginning of materials supply. This will include but may not be limited to BPA’s Site Specific Safety Plan, and permits associated with Oregon Department of Forestry, and UNF road use permits. Implementation project suite BMPs may be necessary during the delivery of woody material at the project site.

2.3.1. Required Equipment Standards:

- A. Synthetic hydraulics - hydraulic oil in equipment operating within floodplain areas utilized during project construction and entering floodplain areas 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 in the project site at all times.
- C. Equipment will be free of leaks and in good operating condition.

2.3.2. Minimum Equipment Specifications:

Required minimum equipment:

- Truck(s) capable of hauling large wood to project site staging areas.
- If necessary, track-mounted excavator(s) capable of unloading and distributing large wood throughout the project site’s staging areas.

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.

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 equipment at the project site. However these activities must occur at designated locations which comply with permit qualifications. 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 BPA's Site Specific Safety Plan (Attachment B), and permits associated with Oregon Department of Forestry, and UNF road use permits

2.3.8. 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.

2.3.9. Environmental Effects

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

2.3.10. 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

2.3.11. Bid Itemization

Bid itemization will include a lump sum for project elements as identified in the attached Price Quote sheet.

2.3.12. Point of Hire and Release

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

2.3.13. 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.

2.3.14. Timeline and Penalties for Unauthorized delays

- a. Project construction is scheduled to begin by 17 June 2019 pending completion of environmental permits, landowner clearances, and as soon as ground conditions permit. The scheduled date for completion of instream work is 15 August 2019. 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 15 August 2019/2020, or some other date mutually agreed in writing by both parties.

2.3.15. 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 30-60 days of receipt of an invoice following a final inspection that approves all work.

2.3.16. Use of Premises

No camping will be allowed on the project site. 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.

2.3.17. 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).

2.3.18. 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 BID REQUIREMENTS

3.1 General Requirements

For the purpose of the **Granite Creek Mine Tailing Restoration Materials Supply IFB**, each interested Contractor will submit a bid package to the CTUIR Department of Fisheries that includes the following sections and tabbed as follows:

- a. Cover letter
- b. Firm summary
- c. Material description and delivery equipment
- d. Firm qualifications and experience
- e. Project schedule and itemized cost
- f. 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 IFB. 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 IFB.

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, and experience with natural resource restoration work and associated construction. If sub-contractors are to be used describe their capabilities as well.

3.1.3. Material Description

Detail the large wood to be provided by species and size class and equipment to be used in the delivery of material.

3.1.4. Firm Qualifications and Experience

The bid will list the Contractor's experience in providing and delivering large woody material for fishery habitat restoration efforts.

3.1.5. Project Schedule and Itemized Cost

Provide a detailed time line or schedule describing material delivery Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion material delivery. 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.

3.1.6. 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.

PART IV REVIEW AND SELECTION

4.1 GENERAL INFORMATION

The CTUIR will issue a contract agreement to the lowest responsive and responsible bidder whose bid is deemed to be responsive to the invitation, and whether the apparent low bidder is responsible. The CTUIR will use the following criteria to properly evaluate each bid received:

4.2 INVITATION FOR BID and SELECTION CRITERIA

Bid selection will be completed through a review of cost, materials to be provided, and contractor capabilities. The CTUIR will issue a contract agreement to the responsible Contractor whose bid is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are: 1) Contractor Qualifications and Experience (25%), Aggregate Bid Price (70%), and Indian preference (5%).

a. Contractor Qualifications and Experience: 25 points

1. Qualifications of Contractor (10) (prior experience in providing materials for and implementing stream restoration projects;
2. Material species and size (10);
3. Method of material delivery (5); (organization of company, equipment and staffing, and abilities to meet budget and timelines);

b. Aggregate Bid Price: 70 points

1. The total potential price of all items combined and the prices for individual Work 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 (70).

c. **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 top-ranked Contractor for the contract scope and price. The negotiated contract will be based on fair and reasonable compensation for the services required.

4.3 AWARD NOTICE

The CTUIR will provide a written tentative award notice to the responsive, responsible Contractor whose bid is lowest in price, and meets or exceeds the overall project objectives as outline in this IFB.

Final award will be contingent upon successful discussion of a contract within fourteen (14) working days after the tentative award. During this fourteen day period the CTUIR may also discuss 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 IFB or reduce the scope of services.

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

**PART V
ATTACHMENTS**

5.1 Attached Documents

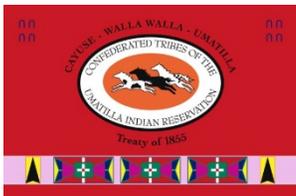
Pertinent information for the Granite Creek Mine Tailing Restoration Materials Supply IFB is contained within the following documents.

Attachment A: Granite Creek 100% Design Report and Plan Set

Attachment C: Bid Sheets

Attachment D: BPA's Site Specific Safety Plan

Attachments A and D are available digitally at: <ftp://ftp.services.ctuir.org>, Username: **ctuir**, Password: **public**, located in the NFJD/Granite Creek Mine Tailing Restoration RFP Documents folders.



Attachment C: Bid Sheet
 Confederated Tribes of the Umatilla Indian Reservation
 Department of Natural Resources
 FISHERIES PROGRAM

Project Title/Project Number: Granite Creek Mine Tailing Restoration – Materials Supply

Date: _____

IFB No. 2019/04-411

Work Item #	Work Item	Units	Phase 1 # of Units	Phase 1 Unit Cost	Phase 1 Cost	Phase 2 # of Units	Phase 2 Unit Cost	Phase 2 Cost	Total # of Units	Total Project Cost
1	Deliver Large Woody Material	LS	338			402			740	
2	Environmental Controls, Permit Compliance, BMPs	LS	1			1			2	

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	