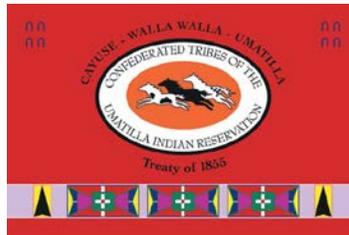


REQUEST FOR PROPOSALS (RFP)

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

Granite Creek Mine Tailing Restoration Effort; Implementation (Granite County, Oregon)



RFP No. 2019/03-411

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
Proposal Submission Deadline:	Tuesday, April 30, 2019 at 2:00 p.m. local prevailing time
Proposal Opening:	Tuesday, April 30, 2019
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 RFP 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.

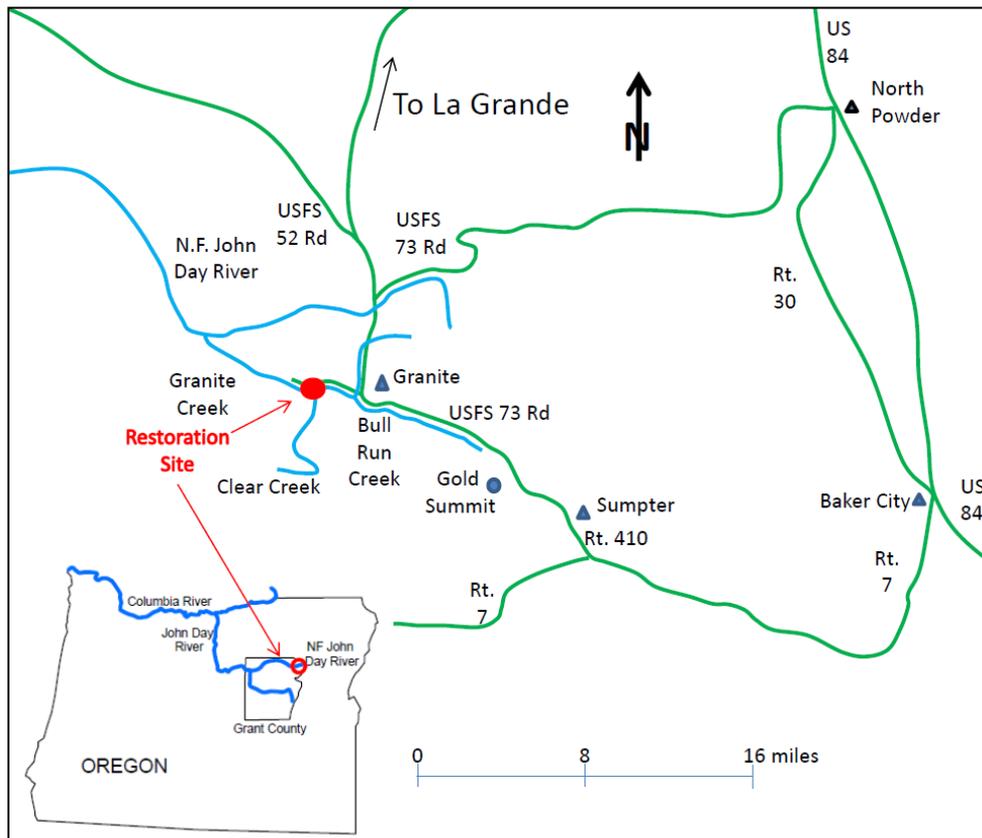


Figure 1. Area map for the Granite Creek Mine Tailing Instream Restoration effort.

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 proposals for specified project elements described in detail in the Part II of this RFP 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 RFP, 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.

In-stream work will conform to 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 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 proposal preparation with specific effort directed at the evaluation, identification, and suggested resolution of discrepancies, lack of clarity, or other questions arising from the evaluation of the final plans, specifications, permits or supplementary project materials that may affect the timing, schedule, execution or unforeseen expenditures related to the project.

1.4 Closing Date for Proposal Submissions

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

Confederated Tribes of the Umatilla Indian Reservation
Attention: Julie A. Burke, DNR Fisheries Program
Granite Creek Streambank Stabilization Effort
46411 Timine Way
Pendleton, Oregon 97801

1.5 In Writing

Proposals shall be prepared by printer or typewriter. No oral, handwritten, telephone, e-mail, or facsimile 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 **12:00 PM on April 24, 2019**. 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 may be 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 promptly respond to properly submitted written request for clarification no later than COB on **April, 25 2019**.

1.10 Proposals Constitute Firm Offers

Submission of a proposal 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 shall execute a fixed-priced contract.

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 finding that it is 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 evaluate proposals based on the criteria described in Part IV. After which, a notification of tentative award will be communicated to all Contractors that submitted a proposal in response to this RFP.

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 RFP or reduce the scope of services.

The CTUIR may terminate negotiations with the Contractor if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the second 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 award or execution of the contract after the announcement of the apparent successful proposal submitter to complete its investigation. The CTUIR reserves the right to reject any proposal 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 **April 22, 2019 at 9:00 AM PST**. Prospective contractors will meet at the project site with staff from CTUIR, contract engineer, and Umatilla National Forest (UNF). Contractors are encouraged to attend to inform their proposal. 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 project site and locations where large wood would be made available by the UNF were inaccessible 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

For the **Granite Creek Mine Tailing Restoration Implementation Proposal** this RFP 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 implementing individual treatments are being requested with the intent to complete those efforts as they fall within expected funding constraints. 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 during Phases 1 & 2 in a single year during 2020 or beyond this the CTUIR may request this of the contractor by the CTUIR. Attachment A shows all necessary specifications while the Table 1 identifies specifications and units. Costs for fully operated, heavy equipment rental, materials, and other items will be identified in Attachment E. The following is a general description of implementation items for the project.

Work Item #	Work Item	Units	Phase 1 # of Units	Phase 2 # of Units	Total # of Units
1	Environmental Controls, Permit Compliance, BMPs	LS	1	1	2
2	Mobilization & Demobilization	LS	1	1	2
3	Clearing, Grubbing, Stockpile, and Disposal	AC	5	6	11
4	Temporary Stream Diversion	EA	4	1	5
5	Temporary Stream Crossing	EA	2	2	4
6	Excavation & Stockpile	CY	11,074	7,282	18,356
7	Screen Excavated Material	CY	3,420	3,567	6,987
8	Place Material Within Channel & Floodplain	CY	4,920	5,435	10,355
9	Fine Grade Proposed Channel & Floodplain	SY	26,443	26,287	52,730
10	Over Excavate and Construct Riffles	CY	3,420	3,567	6,987
11	Haul Excess Material	CY	6,154	1,847	8,001
12	Install Large Wood Structures (Per Key Member)	EA	211	229	50 5
13	Install Large Wood Structures (Per Racking Member)	EA	338	402	740
14	Install Beaver Dam Analog (Per Post)	EA	48	18	66
15	Install Boulders	EA	462	241	703
16	Planting	EA	2,340	3,110	5,450
17	Site Clean-up & Repair	LS	1	1	2
18	As-Built Survey	EA	1	1	2
19	Haul Large Wood Material From UNF Lands	EA	338	402	740
20	Haul Rock From UNF Quarry	EA	462	241	703
21	Equipment Rental	HR	30	30	60

Table 1. Work Items for the Granite Creek Mine Tailing Restoration Implementation proposal.

Work shall include, but not be limited to, the following activities as shown on the plans. All channel excavation and structures shall be constructed according to the accepted design's drawings, specifications, permit conditions, and as directed on-site by the CTUIR or the design engineer. All conservation measures and best management practices will be followed as outlined in the construction plans for the proposed project. The CTUIR will negotiate a final contract based on the Contractor proposal, final design and specification documents, and implementation plan. Contract implementation will be conditional on receipt of all regulatory permits by project start date. All work shall be completed in accordance with the contract provisions, specifications, and drawings:

1. Prepare the site for construction including placement of erosion and sediment control measures, establishing and stabilizing access roads, construction of temporary bridge crossing(s), and preparing staging areas.
2. Transport materials from locations managed by the UNF
3. Salvage, stockpile, maintain, and final placement of materials.
4. Excavate new channels and habitat features.
5. Install cofferdams and temporary channel diversion dams at multiple sites and dewater.
6. Install large woody material habitat structures at various sites.
7. Screen excavated material and stockpile for building riffles, glides, and bars;
8. Construct channels and habitat features
9. Install, manage and remove cofferdams and temporary diversion dams.
10. Install and remove temporary bridge crossings.
11. Restore areas disturbed by construction activities in preparation for revegetation.
12. Install cuttings and potted plants supplied by Contracting Agency.
13. Salvage and transplant any woody riparian vegetation.

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 to download these documents for the site tour and proposal process.

This project has been designed utilizing a three-dimensional grading surface with the anticipated use of GPS equipment for construction. GPS equipped machines are encouraged for this project as channel and floodplain grading GPS capability is required. AutoDesk Civil3D 2018 digital design files will be made available to the Contractor upon award in a format compatible with the Contractor's needs.

All project survey, layout, staking and/or equipment required to perform excavation and grading, including equipment needed to verify the work, shall be provided by the Contractor. In the event there is a conflict between the plans and the electronic surface utilized, the plans will take precedence unless determined otherwise by the CTUIR and design engineer.

Survey control points for the project are shown on the plans. The Contractor shall be responsible for verifying accuracy of existing control points. The CTUIR and/or design engineer will perform spot checks of grading results, surveying calculations, records, field procedures, and actual staking. Accuracy will be required as outlined in the specifications. If the CTUIR or design engineer determines the work is not being performed in a manner that will assure accurate results, the Contracting Officer may order such work to be redone, to the requirements of the contract documents, at no additional cost to the CTUIR.

2.3. Granite Creek Mine Tailing Restoration Implementation

Work Item 1: ENVIRONMENTAL CONTROLS, PERMIT COMPLIANCE, BEST MANAGEMENT PRACTICES (BMP) (Construction Specification 2100, 3250) - Contractor will secure permits not previously obtained by the CTUIR prior to the beginning of design implementation activities. This will include but may not be limited to Oregon DEQ's 1200-C, BPA's Site Specific Safety Plan, and permits associated with Oregon Department of Forestry, and UNF road use permits, BMPs will be implemented, monitored, and addressed by the Contractor where they are exceeded. This includes but is not limited to equipment storage and maintenance, sediment and erosion control, dust abatement, invasive species control, workplace isolation, dewatering, & turbidity control, and materials storage. The contractor will be responsible for monitoring and mitigating turbidity according to HIP III specifications during implementation and permit specifications. The CONFEDERATED TRIBES will conduct fish salvage efforts.

Work Item 2: MOBILIZATION & DEMOBILIZATION (Construction Specification 3110) – Transportation of equipment to the project site is anticipated to begin during mid-June 2019 with in-stream construction between July 15 and August 15, 2019.

Work Item 3: CLEARING, GRUBBING, AND DISPOSAL (Construction Specification 3210) - Activities will align with relevant design, construction, and permit specifications. Existing vegetation will remain undisturbed to the extent possible align with design and relevant construction specifications.

Work Item 4: TEMPORARY STREAM DIVERSION (Construction Specification 3240) – Activities will align with relevant design, construction, and permit specifications.

Work Item 5: TEMPORARY STREAM CROSSINGS (Construction Specification 3250) – Activities will align with relevant design, construction, and permit specifications.

Work Item 6: EXCAVATION AND STOCKPILE (Construction Specification 3310) – Activities will align with relevant design, construction, and permit specifications.

Work Item 7: SCREEN EXCAVATED MATERIAL (Construction Specification 3320) – Activities will align with relevant design, construction, and permit specifications.

Work Item 8: PLACE MATERIAL WITHIN CHANNEL AND FLOODPLAIN (Construction Specification 3330) – Activities will align with relevant design, construction, and permit specifications.

Work Item 9: FINE GRADE PROPOSED CHANNEL AND FLOODPLAIN (Construction Specification 3340) – Activities will align with relevant design, construction, and permit specifications.

Work Item 10 OVER EXCAVATE AND CONSTRUCT RIFFLES (Construction Specification 3350) – Activities will align with relevant design, construction, and permit specifications.

Work Item 11: HAUL EXCESS MATERIAL (Construction Specification 3360) – Activities will align with relevant design, construction, and permit specifications. Material from UNF lands will be hauled to the 7350 Road quarry. Overburden from the private lands will be deposited on site or a second location approximately two miles distant.

Work Item 12: INSTALL LARGE WOOD STRUCTURES (PER KEY LOG MEMBER) (Construction Specification 3410) – Activities will align with relevant design, construction, and permit specifications.

Work Item 13: INSTALL LARGE WOOD STRUCTURES (PER RACKING MEMBER) (Construction Specification 3410) – Activities will align with relevant design, construction, and permit specifications.

Work Item 14: INSTALL BEAVER DAM ANALOGS (Construction Specification 3410) – Activities will align with relevant design, construction, and permit specifications.

Work Item 15: INSTALL BOULDERS (Construction Specification 3420) – Activities will align with relevant design, construction, and permit specifications.

Work Item 16: PLANTING (Construction Specification 3520) – Native cuttings and potted plants will be secured by the CTUIR and planted according to design specifications.

Work Item 17: SITE CLEAN-UP AND REPAIR (Construction Specification 3610) – Activities will align with relevant design, construction, and permit specifications.

Work Item 18: AS-BUILT SURVEY - As-built surveys should not be duplicated and occur once structures have been completed. Data will conform to the construction specifications (Attachment A) and CTUIR's Data standards (Attachment C).

Main Channel, Side Channel, and Structure Construction:

- Large wood structure locations, location and elevations of footer logs, location and elevations of main members as they intersect another member.
- Location of any constructed pools as they relate to LWD, side channels, or alcoves. All pools will have a minimum of three shots taken. A point will be collected at the pool tail crest, the maximum depth of the pool, and the pool head. Label these pools with the number of the pool determined during site layout. (e.g., PT 1, PM 1, PH1). These points will be used to calculate residual pool depth.

Floodplain Excavation and Enhancement Construction:

- A longitudinal profile will be completed to determine swale length and gradient. The longitudinal profile will be completed from the upstream extent of each swale complex following the individual channel alignments to the downstream tie in point within the main or immediate side channel. The profile should capture all significant slope breaks along the inset channel bed. Points should be taken along the inset channel thalweg and should adequately capture the sinuosity and topography of the channel. It is anticipated that a 25-foot or smaller point spacing will be required to adequately capture channel

sinuosity. Maximum distance between any two points should not exceed 50 feet.

Additional Deliverables for As-built Survey:

- List of points surveyed in ASCII format in the Point, Northing, Easting, Elevation, Description (PNEZD), comma-delimited format – Oregon North State Plane, NAD 1983, NAVD 1988, international feet in digital format.
- Electronic CAD file with surveyed points – Oregon North State Plane, NAD 1983, NAVD 1988, and international feet in digital format.
- Copy of field notebook.

Work Item 19: HAUL LARGE WOODY DEBRIS FROM UNF PROPERTY - The Contractor will load and transport large wood material likely be of the 'Racking' size class dropped by UNF staff along the USFS 1035, 1038, and 7350 roads (Attachment B) to the Project site. Transport of large woody material will include dragging material to the road, loading trucks, transport to the project site, and depositing material in appropriate staging areas. 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.

Current site access prevents our obtaining a count from the UNF so materials transport costs 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.

Work Item 20: HAUL ROCK FROM UNF QUARRY – The Contractor will sort and haul rock from the UNF's 7350 Rd (Attachment B) quarry 3.5 to 4 miles distant from the project site depending upon the route chosen. These activities are expected to occur from an estimated 17 June through the in-stream work window.

Work item 21: EQUIPMENT RENTAL - Up to 30 hours of equipment rental time in 2019 and 30 hours of equipment rental time in 2020 will be available for use by the Contractor. The intent of this Work Item is to take advantage of unforeseen opportunities as they arise during implementation without compromising the approved design or its specifications. Approval by CTUIR staff will be required prior to the use of these funds.

2.3.1. Required Equipment Standards:

- A. Synthetic hydraulics - hydraulic oil in the track-mounted equipment operating within floodplain areas that are utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the CTUIR or designated agent).
- B. Spill Kits (including rag pads and booms) will be required on the project site and activity areas at all times.
- C. Equipment will be free of leaks and in good operating condition.

2.3.2. Minimum Equipment Specifications:

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines as outlined in the Technical Specifications and Drawings.

2.3.3. Materials and Services Furnished by the Contractor:

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

1. All costs of equipment, operation, and transportation.
2. An experienced work crew and a qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.
5. All designated materials identified in the project design and specification, excluding those materials specifically identified as being provided by the CTUIR.

6. All material items specified in Table 1 and Attachment E.

2.3.4. Oil and Fuel Spill Prevention

The contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the project site. However these activities must not occur within a distance of 300 feet of any water body or stream in the vicinity of the project site. The CTUIR or a designated agent reserves the right to inspect the contractor's equipment at any time. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of these systems. The CTUIR reserves the right to reject any equipment that does not meet these conditions.

2.3.5. Weed Control

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

2.3.6. Fire Prevention and Control

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

2.3.7. Regulations and Permits

The contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work. The contractor will be responsible for securing all permits not previously secured by the CTUIR. This will include but is not necessarily limited Oregon DEQ's 1200-C, BPA's Site Specific Safety Plan (Attachment D), and permits associated with Oregon Department of Forestry, and UNF road use permits

2.3.8. Contractor Liability, Licensing and Insurance Requirements:

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

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

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

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

2.3.9. Site Maintenance

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

2.3.10. Environmental Effects

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

2.3.11. Furnished Materials and Services:

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

- a. Daily inspection of work for compliance and certification of Contractors' work.
- b. Map of project area.
- c. Design/Construction details.
- d. Right of way agreements, easements, and any other necessary environmental or cultural clearances
- e. Fish and other aquatic species salvage crews.
- f. Live willow cuttings and potted stock for planting.

2.3.12. Proposal Itemization

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

2.3.13. Point of Hire and Release

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

2.3.14. Acceptance of Work

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

2.3.15. Timeline and Penalties for Unauthorized delays

- a. Project construction is scheduled to begin by 17 June 2019/2020 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 of 2019/2020. 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 another date mutually agreed in writing by both parties.

2.3.16. Payment

The Contractor can invoice on a monthly basis during the project construction period or on the basis of completion of project tasks. Contractor shall coordinate closely with CTUIR representative during development, review, and submittal of project construction invoices to ensure consistency and timely approval and processing of invoices. The CTUIR will make payment within 30-days of receipt of an invoice following a final inspection that approves all work.

2.3.17. Use of Premises

No camping will be allowed on the project site. Camping may be permitted on the UNF lands surrounding the project site after obtaining the appropriate permits from the USFS (industrial camp permit). The project area shall be cleared of all non-forest debris resulting from contractor's operation as required by the CTUIR prior to final payment being received.

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

This project is funded with Federal funds. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx).

2.3.19. Indian Preference

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

PART III PROPOSAL REQUIREMENTS

3.1 General Requirements

For the purpose of the Granite Creek Mine Tailing Restoration Implementation RFP, each interested Contractor will submit three (3) electronic (via jump drive) and three (3) hard copies of their proposal package to the CTUIR Department of Fisheries that includes the following sections and tabbed as follows:

- a. Cover letter
- b. Firm summary
- c. Organizational structure
- d. Firm qualifications and experience
- e. Proposed approach of scope of work
- f. Project Schedule and itemized cost
- g. References

3.1.1. Cover Letter

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

3.1.2. Firm Summary

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

3.1.3. Organization Structure

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

3.1.4. Firm Qualifications and Experience

The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of similar nature. Please identify a minimum of three stream restoration projects that are similar to the proposed project which has been successfully completed by the contractor. Contractor must demonstrate experience in stream restoration projects involving project management and multi-agency coordination, environmental protection measures; field surveying for project layout and construction verification; restoration and implementation of newly constructed channels and adjacent floodplain, 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 **fish habitat and instream restoration projects, including channel excavation, large wood structure construction, bio-engineering, work area isolation, and water management.**

3.1.5. Proposed Approach of Scope of Work

Describe the approach the Contractor proposes in order to complete construction of the project as defined in the design drawings and specifications to fully articulate the Contractor's understanding of the scope and complexities of the project. 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 Contractor's 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: avoiding conflicts, facilitating reviews, budget control, scheduling, change order management, and project closeout and any discrepancies, lack of clarity, or other questions arising from evaluation of the design plans and specifications.

3.1.6. Project Schedule and Itemized Cost

Provide a detailed time line or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. Provide price quotes according to Attachment E. 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

3.2.1. Granite Creek Mine Tailing Restoration Implementation

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

The CTUIR will use the following criteria to properly evaluate each proposal received.

4.2 REQUEST FOR PROPOSAL and SELECTION CRITERIA

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

a. Adequacy of Technical Proposal: 10 points

1. Proposal content and applicability of the approach for addressing and completing the project design and design specifications.

b. Contractor Qualifications and Experience: 25 points

1. Qualifications of Contractor (15) (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 (5);
3. Company resources available (5); (organization of company, equipment and staffing, and abilities to meet budget and timelines);

c. Aggregate Proposal Cost: 60 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 (60).

d. 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.

PART V
ATTACHMENTS

5.1 Attached Documents

The following Granite Creek Mine Tailing Restoration Effort Implementation Proposal and Materials Proposal Attachments A - E are available digitally at: <ftp://ftp.services.ctuir.org>, Username: **ctuir**, Password: **public**, located in the NFJD/Granite Creek Mine RFP folders.

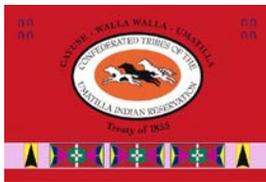
Attachment A: Granite Creek 100% Design Report and Plan Set

Attachment B: Map of Umatilla National Forest Large Woody Material and Quarry Location

Attachment C: CTUIR GIS Data Specifications

Attachment D: BPA's Site Specific Safety Plan

Attachment E: Cost Sheets



Attachment E: Cost Sheet
 Confederated Tribes of the Umatilla Indian Reservation
 Department of Natural Resources
 FISHERIES PROGRAM

Project Title: Granite Creek Mine Tailing Restoration – Implementation, RFP No. 2019/03-411

Date: _____

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	Environmental Controls, Permit Compliance, BMPs	LS	1			1			2	
2	Mobilization & Demobilization	LS	1			1			2	
3	Clearing, Grubbing, Stockpile, and Disposal	AC	5			6			11	
4	Temporary Stream Diversion	EA	4			1			5	
5	Temporary Stream Crossing	EA	2			2			4	
6	Excavation & Stockpile	CY	11,074			7,282			18,356	
7	Screen Excavated Material	CY	3,420			3,567			6,987	
8	Place Material Within Channel & Floodplain	CY	4,920			5,435			10,355	
9	Fine Grade Proposed Channel & Floodplain	SY	26,443			26,287			52,730	
10	Over Excavate and Construct Riffles	CY	3,420			3,567			6,987	
11	Haul Excess Material	CY	6,154			1,847			8,001	
12	Install Large Wood Structures (Per Key Member)	EA	211			229			505	
13	Install Large Wood Structures (Per Racking Member)	EA	338			402			748	
14	Install Beaver Dam Analog (Per Post)	EA	48			18			66	
15	Install Boulders	EA	462			241			703	
16	Planting	EA	2,340			3,110			5,450	
17	Site Clean-up & Repair	LS	1			1			2	
18	As-Built Survey	EA	1			1			2	
19	Haul Large Wood Material From UNF Lands	EA	338			402			740	
20	Haul Rock From UNF Quarry	EA	462			241			703	
21	Equipment Rental	HR	30			30			60	

Proposal submitter's Qualifications for the **Granite Creek Mine Tailing Restoration – Implementation** 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:	
PROPOSAL PRICES VALID FOR DAYS	