



# Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155 (509) 634-2277

Request for Proposals:  
Construction services for the Beaver Creek enhancement project

## **General Information**

Posted Date: 4/08/2024  
Deadline for Questions: 4/22/2024  
Final Answers Posted: 4/24/2024  
Closing Date: 4/29/2024

### **1. Introduction**

The Habitat Division of the Fish and Wildlife Program is seeking proposals to construct an aquatic restoration project on Beaver Creek, located near Twisp, Washington. Project elements consist of installing a 175-foot bank attached jam, installing 160 habitat boulders, installing 100 post assisted log structures, and tending log decks during 2-3 days of helicopter operations. This project is in support of aquatic habitat restoration activities.

The winning contractor will need to show experience completing similar river restoration projects and will be responsible for all aspects of the land based project construction. It is expected that this will be a time and material contract.

The Colville Confederated Tribes intends to award the construction contract to the highest quality proposal. The performance period for the awarded contract will be between the contract start date and October 30, 2024.

### **About the Colville Tribes**

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State and additional off-reservation trust lands. The Administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation.

Our business hours are Monday thru Thursday 7:00 and 5:30 p.m. excluding Friday, Saturdays, Sundays, Tribal and Federal holidays.

### **1.02 Proposal Deadline/Address/Contents**

The deadline for receipt of proposals is **4/29/2024** and must be received by the Tribes, either by hand delivery, express delivery, **email** or regular mail. All proposals and accompanying documentation will become the property of the Colville Tribes and will not be returned. Consultant accepts all risk of late deliver of mailed proposal regardless of fault.

Emailed proposals are to be sent to:

[Matt.Young.FNW@colvilletribes.com](mailto:Matt.Young.FNW@colvilletribes.com)

Hard copies may be mailed to:

Fish and Wildlife

Matt Young

P.O. Box 150 Nespelem, WA 99155

### **1.03 Proposal Preparation Instructions and Information Required in Your Proposal**

In order to facilitate the review process and obtain the maximum degree of comparison, proposals should include the following information presented in the order and format shown below: (Davis Bacon wages apply).

### **1.04 Required Format/Information**

- Title Page: Show Request for Proposal (RFP) subject, name of Respondent/Respondents firm(s), address, telephone and fax numbers, name of contact person and date of submission. Attachment A
- Transmittal Letter: A one or two page summary stating the Responder's understanding of the work to be done and making a positive commitment to perform the work within the time period required.
- Table of Contents: A clear identification of the material by section and page number.

- Profile of the Respondent/Respondents: Include location of office(s), number of partners, managers, supervisors, seniors, and other professional staff. Describe the range of activities performed by your firm.
- Approach: Provide a detailed and clear description of the approach and methodology for implementing the work.
- Qualifications and Experience of Staff: Include a list of personnel to be used for this work and their qualifications. The Responder/Responders must include a statement in the proposal to the effect that “the key personnel assigned to this project as described in this proposal will not be removed from the Project without prior approval of the Tribes’ COR.”
- Qualifications and Experience of Firm: Company experience which is relevant to the proposed work, i.e. experience with other aquatic restoration actions. References: Attachment B
- Indian Preference: CTCR shall, to the greatest extent feasible, provide preference to Indian-owned economic enterprises and Indian organizations. Projects developed and operated with assistance under 25 CFR Part 1000 are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts. If applicable, please include documentation of Indian enrollment and TERO certification. Preference must be provided in accordance with the requirements set forth in 24 CFR 1000.48 and Chapter 10-1 Tribal Employment Rights. If applicable, provide documentation of Indian enrollment and TERO certification. In accordance with the adopted TERO Compliance, to be eligible as a tribally owned or Indian owned business, the business shall apply for certification with the Tribal Employment Rights Office (TERO) and must be eligible for certification prior to submitting a proposal. Contact TERO for more information: TERO Director, P. O. Box 150 Nespelem, WA 99155. Phone 509.634.2200
- Cost Proposal: Include a cost statement showing mobilization fee personnel and equipment daily rates. It is expected that this will be a time and material contract. Also, include an itemized listing of all other expenses or fees that are anticipated. Include a total project cost estimate. Attachment A.

### **1.05 Questions Regarding the Project**

Requests for interpretation/clarification of this RFP must be emailed to Matt Young at [matt.young.fnw@colvilletribes.com](mailto:matt.young.fnw@colvilletribes.com). Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. Questions submitted by any method other than email may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes.

All questions must be submitted no later than 3:00 p.m. 4/22/2024, PST. All responses will be posted on the Tribes’ web site at: <https://www.colvilletribes.com/rfp> within two business days after receipt of the question.

## 2. **Evaluation Procedures**

The evaluation factors reflect a wide range of considerations. Consequently, the Colville Tribes may select other than the lowest cost solution. The objective is to choose the Contractor capable of providing a reliable and effective solution within a reasonable budget.

An award will be made to a responsible Indian Bidder if within 10% of the lowest non-Indian proposal price and defined experience.

Evaluation Criteria: The proposals will be evaluated on the basis of the following criteria and point ranges.

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-20)
- 2) Reasonableness of overall time estimates (0-10)
- 3) Experience at constructing aquatic enhancement projects of similar scope and scale to the proposed project (0-45)
- 4) Indian preference (0-10)
- 5) TERO certification documented & included (0-5)
- 6) Cost (0-10)

Maximum Points: (100)

## 3.0 **Acceptance/Rejection of Proposals**

The CTCR reserves the right to reject any and all proposals, whether or not within applicable cost limits, and to waive any information in the proposals received, whenever such rejection or waiver is in the best interest of the CTCR. In the event of disagreement or grievances regarding contract, it is the CTCR policy to resolve all contractual issues per adopted Procurement Policy.

## 4.0 **Scope of work and specifications**

### **4.01 Scope of work**

The winning contractor will be responsible for all aspects of project construction as described in the included design package with the following exceptions.

- The winning contractor will not be responsible for the helicopter placed large wood, channel-spanning jams, or helicopter placed habitat boulders. All Helicopter work will be completed by Columbia Helicopters in a separate contract managed by CTCR.
- CTCR will have a crew and hydraulic post pounder onsite to aid in installing the post assisted log jams and floodplain roughness. However, additional equipment and staff to install the post assisted jams is desired.

The following list of key project actions is provided to aid in project understanding.

- Set erosion control and stormwater management.

- Access road improvement and ongoing maintenance.
- Establish staging areas.
- Work area isolation for bank attached jam.
- Procure roughly 3,000 untreated timber posts, 3” diameter and 4’ in length.
- Excavate and installation of a 175-foot bank attached jam with an estimated 180 logs and roots.
- Habitat boulders are available on site via a dirt road .5 miles from the staging area. Boulders will need to be collected and trucked to a staging area.
- Roughly 100 boulders will be placed by an excavator as shown on plan sheet 8.5. These will be installed between station 42+00 and 47+00 as shown on plan sheet 5.3.
- Roughly 80 boulders will be drilled and fitted with a ½ inch cable choker lead no less than 3 feet long with ferrule. Chokers will be epoxied into the boulder for lifting via helicopter (specs available by request). These boulders will be flown and placed via the helicopter between station 39+00 and 42+00.
- Excavator and operator to manage log decks and bundle tree tops during helicopter operations (expected mid-July).
- Install 3 inch untreated posts for post assisted log jams.
- Install 3 inch untreated posts and tree tops for floodplain roughness.
- Compact soils.
- Prepare areas with disturbed soils for planting.
- Continuous dust abatement during the entire construction period.

A time and materials contract is anticipated to complete this work. The contract will include a not to exceed limit. Any increase in contract price following execution of the contract will not be made without written modification signed by both parties.

The attached design package is a draft final plan set. No major changes are expected in the final design package. The final design package and specification sheet will be available to the selected contractor before the contract is signed.

#### **4.02 Respondent Capacity to Conduct the Project**

The Respondent/Respondents shall provide evidence of its ability to furnish all qualified personnel, facilities, equipment, and supplies to conduct an organization-wide financial and compliance audit in accordance with appropriate standards on behalf of the Confederated Tribes of the Colville Reservation.

#### **4.03 Reports Required**

Certified timesheets and material costs will be required for each submitted invoice and when the project is complete.

#### **4.04 Contract**

Prior to any binding agreement with the successful Respondent(s) for services under this RFP, the successful Respondents will be required to enter into a Tribal Contract for the requested

services under this RFP. This RFP does not constitute an obligation or agreement on the part of the Tribes.

#### **4.05 Governing Law**

This RFP and the project identified shall be subject to the laws of the Confederated Tribes of the Colville Reservation. The proposer consents to the jurisdiction of the Colville Tribes. Nothing in this document, including attachments and exhibits, shall be deemed to waive the sovereign immunity of the Colville Tribes, which is hereby expressly re-affirmed. The terms of this paragraph shall supersede any conflicting or contrary provisions in this RFP, including attachments and exhibits.

#### **4.06 Period of Performance**

Any contract let from this RFP shall be in effect upon the date of award and shall continue to be in effect until the termination of the Contract. It is anticipated that the Project should be completed between July 1, 2024, and August 15, 2024. Columbia Helicopters are scheduled to fly wood and boulders in mid-July, 2024. All work elements to stage and prepare materials for flying must be completed before July 3<sup>rd</sup>, 2024.

#### **4.07 Key Personnel**

The personnel specified in the Responder/Responder's proposal are considered to be essential to the work being performed hereunder. Prior to changing any of the individuals specified in the proposal, the Responder/Responders shall notify the Contracting Officer reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No personnel changes shall be made by the Contractor without the prior written consent of the COR.

#### **4.08 Payment and Submission of Invoices**

Payment for work performed under the contract shall not exceed the agreed upon amount, unless otherwise agreed upon, in writing, by both parties. Payment shall be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document progress. Invoices will not be accepted on more frequent intervals than once a month. Invoices requesting payments shall be prepared and submitted in duplicate and contain the following information: contract number, detailed description of services, and total cost.

In the event of abandonment of the work or termination of the contract for any cause, under the respective sections of the contract, the terms of any settlement shall be subject to approval by CTCR Contracting Officer or designee. The CTCR shall not disburse monies after giving notice of abandonment or termination. A settlement may be reached to include may include restitution of funds disbursed for services not performed.

### **5.0 Terms and Conditions**

#### **5.01 Site Visitations**

A site visit will occur on April 17, 2024 at 10:00 AM. Meeting location will be Site 2 identified

in the attached plans. The Contractor site visit is not required. By submitting his/her proposal, the Consultant acknowledges that he/she has satisfied him/herself as to the nature of the work.

### **5.02 Contractor's Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the Consultant and shall not be chargeable in any manner to the Colville Tribes.

### **5.03 Completeness of Proposal**

The Consultant must submit a completed Proposal (Form 1) signed by a Contractor representative authorized to bind the proposing firm contractually. The Consultant must identify on the form any exceptions the Contractor takes to the Tribes RFP, or declare that there are no exceptions taken

### **5.04 RFP Amendments**

The Colville Tribes reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Colville Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Colville Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the consultant's responsibility to check the Tribe's website ([www.colvilletribes.com](http://www.colvilletribes.com)) for the issuance of any amendments prior to submitting a proposal response.

### **5.05 Insurance Requirements**

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by the Colville Tribes.

- A. Minimum Insurance
  - 1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
  - 2. Stop Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease.
  - 3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
  - 4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington/
- B. Self-Insured Retentions  
Self-insured retentions must be declared to and approved in writing by the Colville Tribes.
- C. Other Provisions  
Commercial General Liability policies shall be endorsed to:
  - 1. Include the Colville Tribes, its officials, employees and volunteers as additional

- insured.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Colville Tribes.
  3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the Colville Tribes.
- D. Acceptability of Insurers  
Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes.
- E. Verification of Coverage  
Offeror awarded a contract under this RFP shall furnish the Colville Tribes with certificates of insurance required herein. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors  
Subcontractors hired pursuant to this RFP must provide coverage, which complies with the requirements stated herein.

Questions regarding insurance requirements can be discussed with the Tribes Risk Management Office, (509) 634-2447.

#### **5.06 Equal Opportunity Requirements**

The Colville Tribes is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

#### **5.07 Other Compliance Requirements**

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with Federal, State, Tribal and local laws, statutes and ordinances relatively to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subject.

#### **5.09 Ownership of Documents**

All documents, reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the Colville Tribes.

#### **5.10 Confidentiality of Information**

All information and data furnished to the Contractor by the Colville Tribes and all other documents to which the Contractor's employees have access during the term of the Contract, shall be treated as confidential to the Colville Tribes. Any oral or written disclosure to unauthorized individuals is prohibited.



**5.11 Hold Harmless**

The Contractor shall hold harmless, defend, and indemnify the Colville Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

**5.12 Safety**

All applicable regulations pertaining to safety, the Contract Manager shall strictly adhere to including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations. Particular care shall be exercised in connection with the operation of vehicle and other equipment on the site.

**5.13 Debarred**

Selected consultant must sign a Certification Regarding Debarment and Suspension stating that they are not presently debarred or suspended or declared ineligible for the award of contracts by any Federal, State or any Tribal Government. Attachment B

ATTACHMENT A:

PROPOSAL COVER PAGE: \_\_\_\_\_ Project Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

Length of time in business \_\_\_\_\_

Gross revenue for the prior fiscal year (in US dollars). \_\_\_\_\_

Total number of similar clients served in similar capacity \_\_\_\_\_

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)

Cost of Services (Anticipated Total Hours x Rate) \_\_\_\_\_

Overhead costs (describe) \_\_\_\_\_

Necessary travel \_\_\_\_\_

TERO Fees \_\_\_\_\_

Other (describe) \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Authorized Respondent Signature \_\_\_\_\_

Telephone \_\_\_\_\_

ATTACHMENT B:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

- A. The Firm/Respondent certifies, to the best of its knowledge and belief, that:
1. The Firm/any of its Principals-
    - (a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.
    - (b) Have ( ) have not ( ), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.
    - (d) The Firm has ( ) has not ( ), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.
  2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.
- B. The Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm's proposal non-responsive.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

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Authorized Signature  
ATTACHMENT C:

CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

Client Reference # 2

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

Client Reference # 3

Name of Entity/Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date when work performed: \_\_\_\_\_  
Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

