



Confederated Tribes of the Colville Reservation

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

Request for Proposals:

Engineering services for the Upper and Lower s̓łxítkw (Chewuch River) enhancement projects.

General Information

Posted Date:	4/17/2024
Deadline for Questions:	4/30/2024
Final Answers Posted:	5/2/2024
Closing Date:	5/7/2024 5:00 p.m., PST

1.0 Introduction

The Habitat Division of the Fish and Wildlife Program is seeking engineering and design services proposals for two aquatic restoration projects on s̓łxítkw (Chewuch River), located near Winthrop, Washington. The lower project will span from river mile 10 to 20. The upper project will span from river mile 29 to 31. The United States Bureau of Reclamation's Pacific Northwest Region Resource Technical Services team (BOR) has completed hydraulic modeling, and conceptual project development for both project areas. Their efforts have been focused on identify areas where a dynamic processed based, moderate processed based, or a static habitat feature approach to river restoration may be appropriate in different areas of each large project area stream power and proximity to infrastructure.

A single or separate contracts may be awarded from this request. The contract(s) resulting from this request will cover site investigation, selected alternative, permit level, and final designs.

Due to the large size of the project reaches, only site investigation, conceptual design coordination, and selected alternative design work for each project reach should be included in the proposal. Further design phases will be handled with change orders to the contract resulting from this request.

The Colville Confederated Tribes intends to award the contract to the highest quality proposal for each project. The performance period for the awarded contract will be between the contract start date and October 30, 2026.

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 5:00 p.m. 5/7/2024, PST 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

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 hourly rates for personnel, travel, and meetings. Also, include an itemized listing of all other expenses or fees that are anticipated. Include a total project cost estimate for site investigation, conceptual design coordination, and selected alternative design work. 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. Unauthorized contact with other tribal employees or by any method than by email 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. 4/30/2024, 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.

2.0 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 designing 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

Stage 1

Data review and site survey

The contractor will review existing data from the BOR, private or other government entities that would aid future analysis and design. It is assumed this data should consist of fish use and habitat surveys, stream flow data, historical air photos, geomorphic field survey, hydrology, and hydraulic analysis.

To better understand local river process, including fluvial geomorphology and sediment delivery, the river will be walked within the site boundaries and a sufficient distance up and downstream to gain a reach level understanding of present conditions. An overview of current reach conditions will be documented with general field notes and photos.

Hydraulic analysis

Existing condition hydraulic modeling and floodplain cross sections have been completed by the BOR. Time to coordinate with BOR staff is expected to understand and adapt modeling results.

Stream hydrology

Peak stream flow frequencies have been completed by the BOR. Time to coordinate with BOR staff is expected to understand and adapt hydrology results.

Stage 2

Conceptual design understanding and coordination

Site Investigation findings will be used to understand the proximity to infrastructure analysis and conceptual design work completed by BOR staff. The contractor will work closely with CTCR biologists to ensure restoration designs address top priority ecological concerns within the project reach.

Deliverables will include a report of findings from stages 1 and 2. No additional conceptual design work is expected beyond what is provided by BOR.

Stage 3

Develop selected alternative designs and basis of design report

Produce 30% engineered designs of the preferred restoration concept(s) as directed by CTCR staff. Design deliverables provided under this task will provide suitable detail to allow for environmental

permits to be acquired for the project (includes accurate depiction of areas being impacted and estimates of material quantities required for construction, including fill and cut quantities of all materials used within ordinary high water, and clearly identify ordinary high water lines on all drawings). If needed, CTCR will provide a copy of the HIP III General Project and Data Summary Requirements for an overview of the design and data criterion needed to obtain the necessary permits.

Obvious infrastructural elements such as riprap, levees, bridges, irrigation diversions, well heads, power lines, building foundations, and/or other such elements should be included in the 30% design.

All designs and reports will be compiled in a manner consistent with BPA's HIP III General Project and Data Summary Requirements.

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

All designs and reports will be compiled in a manner consistent with BPA's HIP III General Project and Data Summary Requirements.

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.

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

Reserved

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) 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 be 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 compiles with the requirements state 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 employees 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.

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: _____
