

Confederated Tribes of the Colville Reservation

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

Request for Proposals:
Confederated Tribes of the Colville Reservation
Little Wenatchee River Design and Engineering Services

General Information

Posted Date: 3/29/24

Deadline for Questions: 4/16/24

Final Answers Posted: 4/18/24

Closing Date: 4/25/24

Opening Date: 3/29/24

1. Introduction

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.

1.01 Description of Proposal Sought

The Confederated Tribes of the Colville Reservation (CTCR) Anadromous Fisheries Division are seeking proposals from qualified engineering firms to award engineering and design services contract to support salmon and steelhead habitat improvement projects on the Little Wenatchee River, a tributary to the Wenatchee River in Chelan County, Washington. The contract resulting from this request will cover site investigation and restoration plan completion for habitat restoration actions on United States Forest Service (USFS) owned lands. The Colville Confederated Tribes intends to award the design contract to the highest quality bidder for the scope of work described in this RFP. The performance period for the awarded contract will be between the contract state date and October 31, 2026.

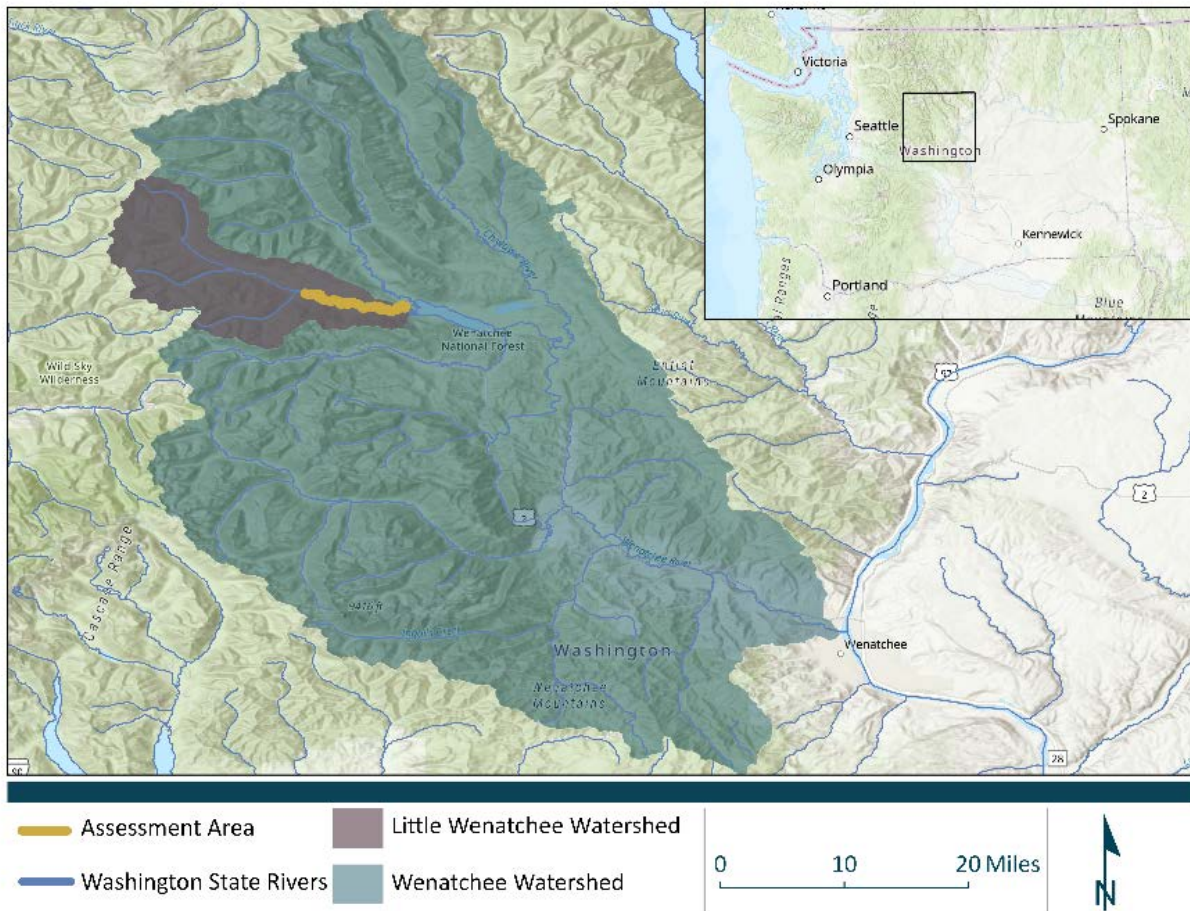
Project Description

The Colville Confederated Tribes Anadromous Fisheries Division are developing salmon and steelhead habitat improvement projects on the Little Wenatchee River on property owned by the USFS. The contract resulting from this RFP will be for development of a stream habitat improvement strategy through final design on the Little Wenatchee River from (RM 0-8.9). The Little Wenatchee River is a priority for restoration of Spring Chinook, Bull trout, and steelhead. The life stages expected to benefit the most from restoration include Spring Chinook adults, summer rearing juveniles and all Bull trout life stages. Historic logging and road building have impacted the Little Wenatchee in addition to ongoing gravel mining. The Prioritization in the Upper Columbia Region has identified stream temperature, pool quantity and quality, riparian canopy, and cover wood as primary concern for the Little Wenatchee River.

Primary project goals are to increase:

- Pool formation and depth.
- Channel complexity and roughness.
- Connection between the Little Wenatchee River and its floodplain.
- Canopy cover.

Little Wenatchee River Project Area Map



1.02 Proposal Deadline/Address/Contents

The deadline for receipt of proposals is April 25, 2024 and must be received by the Tribes, either by hand delivery, express delivery, electronic submission or regular mail no later than 3:00 p.m. on that day Pacific Standard Time. Proposals must be submitted to the Confederated Tribes Contract Officer no later than 3:00 pm on that day. 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. Proposals are to be sent to: Jason Breidert, Fisheries Biologist, 1325 Princeton Ave North, Wenatchee, WA, 98801, by electronic submission to jason.breidert.fnw@colvilletribes.com.

1.03 Proposal Preparation Instructions and Information Required in Your Proposal

Please provide (3) copies of 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:

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, including capability for determining cost/feasibility of
- Approach: Provide a detailed and clear description of the approach and methodology for implementing the work, including the method to be used to analyze and develop a report on the data provided by the Colville Tribes (CTCR) regarding unmet needs (including but not limited to employment opportunities and job training, education, tribal enrollment population and population trends, health care, social services, housing, transportation, public safety services, etc.) of the membership of the Colville Tribes. The respondent should include a rationale for using this particular methodology as the best way to develop an accurate and detailed report of the unmet needs of Tribal members for the purpose of identifying gaps in services provided.
- Qualifications and Experience of Staff: Include a list of personnel to be used for this work and their qualifications. Résumé, including education, licensing information, background accomplishments, relevant continuing professional education and any other pertinent information must be included for each of the key personnel to work on the project. 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 Tribal entities. 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 Nespalem, WA 99155. Phone 509.634.2200
- Cost Proposal: Include a detailed itemized cost statement showing estimated staff hours and rate(s), delineated by task. Also, include an itemized listing of all other expenses or fees that are anticipated. Attachment A.

1.05 Questions Regarding the Project

Requests for interpretation/clarification of this RFP must be emailed to jason.breidert.fnw@colvilletribes.com. Unauthorized contact with other tribal employees or by any method other than email regarding this RFP 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., April 16, 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. While cost is important, other factors are also significant. 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. Maximum Points: (100)

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-15)
- 2) Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed (0-5)
- 3) Qualifications and experience of Responder/Responders (0-20)
- 4) Size and structure of firm and ability to maintain continuity of work (0-5)
- 5) Experience of Responder/Responders in developing reports for Tribes or other government entities on the unmet needs of their citizens. (0-20)
- 6) Qualifications and experience of staff to be assigned. Education, position in the firm, and years and types of experience will be considered (0-10)
- 7) Indian preference (0 – 10)
- 8) TERO certification documented & included (0-5)
- 9) Cost (0-10)

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.

3.01 Scope of Work

Stage 1

Data review and site survey

The contractor will review existing data from private or 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 creek 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.

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.

Hydraulic analysis

LIDAR data may be used to complete hydraulic modeling and floodplain cross sections. Manning's n values will be estimated from reference literature, professional experience and opinion.

Stream Hydrology

Peak stream flow frequencies will be obtained or estimated using available gage data and/or published regression equations appropriate for the site.

Stage 2

Develop Reports, and Drawings (30%)

Site Investigation findings will be used to provide restoration strategies and options to improve habitat for adult and juvenile salmonids over a range of flow conditions with a focus on both summer and winter low flow periods. Alternatively, a matrix of restoration options may be presented that CTCR biologists can select from. Restoration strategies shall be developed with consideration of the limiting factors identified by the 2021 UCSRB RTT Biological Strategy. 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. A drawing set of 30% restoration designs, and planning estimates for review by both CTCR biologists and BPA staff.

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

Stage 3

Develop permit level construction plan

Produce 60% 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 impacts to wetlands). 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. This design level will include a hydraulic model that reflects existing and proposed conditions in 2, 10, 50 and 100 year flows. Stability calculations will also be included

Stage 4

Prepare draft final designs

Access roads, fill and cut quantities, water management strategy (fish bypass), floodplain mapping and roughness elements, construction bid conditions, detailed cost estimates, material specifications, erosion and sediment control plan, construction specifications and special provisions and monitoring and adaptive management plans. Modifications to stability calculations will be made if necessary. Comments from BPA and CTCR staff will be addressed.

Stage 5

Final design

Incorporate final comments from BPA and CTCR staff and any driven by landscape change.

4.0 Required Descriptions and Specifications

4.01 Purpose

The purpose of this project is to contract with Respondent or Respondents who best demonstrate expertise identifying for their client(s) the information and data needed in a wide variety of areas, including but not limited to employment and job training, tribal enrollment and population trends, education, public safety, health care, social services, housing, transportation, and other areas; to review and analyze the data/information and to provide a detailed report supported by the data/ information regarding the gaps in services and other assistance provided by the Colville Tribes to Colville Tribal members. The Colville Reservation, comprised of 1.4 million acres not including the North Half and off-reservation allotments, is sparsely-populated and many of its citizens live in poverty. The Colville Tribes intends to continue its efforts to develop and expand services and other assistance programs to its membership based upon the report to be provided. The ideal respondent will develop its analysis through a detailed, specific methodology that identify and prioritize the unmet needs as well as estimate the cost of meeting those needs. The contract to be used for this work will be the Colville Tribes' standard form consultant contract, which will include a "no assignment" provision indicating that the contract may not be assigned without written consent of the Tribes. Any increase in contract price following execution of the contract will not be made without written modification signed by both parties.

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

The Respondent/Respondents shall provide at least monthly (or more often if requested by the Tribes' COR) reports on the progress of the work.

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 Consulting Contract for the requested services under this RFP. This RFP does not constitute an obligation or agreement on the part of the Tribes. A labor hour type contract is anticipated. It provides for the procurement of services on the basis of direct labor hours at specified hourly rates.

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 require no more than 3 years to complete.

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

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) for the issuance of any amendments prior to submitting a proposal response.

5.05 Insurance Requirements

The Colville Tribes will require the selected Consultant to comply with the insurance requirements as listed in the RFP. 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: _____
