



Confederated Tribes of the Colville Reservation

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

Request for proposals:

Fish log procurement (Trees with attached root structure)

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date: December 6, 2023
Deadline for questions: December 18, 2023
Closing Time and Date: **January 3, 2024**

1.02 Description of Proposals Sought:

The Confederated Tribes of the Colville Reservation (CTCR) Anadromous Fisheries Division are seeking proposals for a fish log procurement, hauling, and decking contract in support of salmon habitat restoration activities. This request includes an optional work element to construct and improve access roads to the project site staging areas.

The winning contractor will need to secure a readily available supply of trees with attached root structure (“fish logs”) and provide those at a fixed price for the length of the contract. The winning contractors will be responsible for all aspects of securing, loading, hauling, offloading and decking the fish logs at two project sites. Site 1 is located near Twisp, WA. Site 2 is located near Tonasket, WA.

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 start date and June 1, 2024.

1.03 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. The Tribes' Indian Country now includes various off-reservation trust land holdings. The Tribes' administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday thru Thursday 7:00 and 5:30 p.m. excluding Saturdays, Sundays, Tribal and Federal holidays.

1.04 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Contractors approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 10 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Contractors that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Proposal

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

1.06 Response Date and Location

Proposals must be submitted no later than 3:00 p.m., PST, **January 3, 2024**. For hard copy submissions, Contractors/Offerors must submit 1 original and 3 bound copies of the proposal no more than 10 pages long, single-spaced, in a font no smaller than 12 point. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as the "Fish log procurement project".

Proposals may be sent by **email**, regular, or express mail (FedEx or UPS). All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of mailed proposal regardless of fault. Proposals must be mailed to.

Fish and Wildlife
Matt Young
P.O. Box 150 Nespelem, WA 99155

Emailed proposals should be sent to.

Matt.Young.FNW@colvilletribes.com
John.Box.FNW@colvilletribes.com

1.07 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Contractor and are not be chargeable in any manner to the Tribes—no exceptions.

1.08 Site Visitations

A site visit is not required if the proposal only includes fish log procurement. By submitting his/her proposal, the Contractor acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to Matt.Young.FNW@colvilletribes.com. Unauthorized contact with other tribal employees 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., PST, December 18, 2023.

2.02 RFP Amendments

The 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 Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Contractor's responsibility to check the Tribes' website for the issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.05, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribes.

2.05 Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

2.06 Proposal Signatures

An authorized representative of the Contractor must sign proposals, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.

2.07 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.

2.08 Retainage/Performance Bond

Any contract negotiated in response to this RFP will require either a 25% retainage or a performance bond.

2.09 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of the Tribes. The Tribes may provide the Contractor with a limited license to use such material.

2.10 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the 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.

2.11 Limitations on Costs and Expenses

The Contractor's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribes.

2.12 Dispute Resolution and Venue

The Tribes will require the selected Contractor to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Contractor's services, including the application of tribal law.

2.13 Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.14 Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.15 Debarment

Selected Contractor must sign a Certification Regarding Debarment and Suspension (See Attachment B).

2.16 Contract

The selected Offeror will be required to enter into the Colville Tribes' standard form 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 requires a written modification to the term to continue.

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to end on June, 1 2024. However, if the work extends beyond this period, and as stated in Section 2.13, any agreement would be year-to-year and require an agreed-upon modification to the term to continue.

3.02 Scope of Work

Secure, deliver, and offload the follow quantities of logs to two project sites by **June 1, 2024**. Site 1 is located near Twisp, Wa. Site 2 is located near Tonasket, WA. The minimum requirements and specifications are described below.

Site 1: Twisp, WA.

- **300** 18-24" dbh fish logs with attached root structure
- **100** large straight logs
- **700** cubic yards of tree tops or small trees

Site 2: Tonasket, WA.

- **510** 12-18” dbh small fish logs with attached root structure (*Note smaller dbh spec*)
- **170** large straight logs
- **1,000** small straight logs
- **1,500** cubic yards of tree tops or small trees

Fish logs

All roots must be Douglas fir or Western larch. Half of the order must be at least 40 feet in total length, the second half of the order must be at least 30 feet in total length. Diameter of logs with attached roots will be measured in inches from the dirt line to diameter at breast height (dbh), or 4.5 feet above the soil line. The dbh is determined at the delivery site and bark will be included in the diameter measurement. No more than 50% of the delivered fish logs will meet the smallest measurement of each size class, 50% of the order will comprise of an array of sizes within the spec.

Example: If contracted to supply 100 fish logs with root structure in the 18”-24” dbh size class.

- No more than 50 of the logs ordered can measure a minimum of 18”-19” dbh
- At least 50 of the logs must measure between 19”-24” dbh or greater

To qualify as a fish log with attached root structure, the intact rootwad must measure at least **3 times the dbh**. All measurements will occur once the fish logs are decked at the delivery site. Rootwads that are damaged or not intact can be rejected or will be considered a straight log. Fish logs that do not meet this spec will not count as a unit being supplied towards a fish log order. Final determination of root wad adequacy is made by the contracting officer. Trees that are rejected will be replaced at the contractor’s expense. The contractor must remove the rejected piece of wood within 10 working days or it will become the property of the Colville Confederated Tribes.

Large straight logs

Must be Douglas fir or Western larch. The diameter at the **midpoint** of each log must measure 8”-14” diameter. Logs must be 25-35 feet in length. No more than 50% of the delivered straight logs will meet the smallest measurement of each size class, 50% of the order will comprise of an array of sizes within the spec.

Small straight logs

The diameter at the **large** end of each log must measure 8”-14” diameter. Logs must be 30-35 feet in length. No more than 50% of the delivered straight logs will meet the smallest measurement of each size class, 50% of the order will comprise of an array of sizes within the spec.

Tree tops or small trees

Tree tops should consist of coniferous tree tops, or small trees and must be 20-40 feet in total length. They should be brought to the project site with branches and needles attached. The diameter at the base of the material must measure 5”-10”. Half of the order will comprise of an array of sizes within the spec.

All materials will be of sound stock. logs that exhibiting breakage, rot, splitting, holes, pest infection, foreign objects, severe burn, and other damages are not allowed. A final determination is made by the contract officer representative after the logs have been delivered. The Contractor may request a site visit from the project manager in the event it is needed to answer all questions.

- The Contractor is responsible for all loading, hauling, offloading and decking of logs in stable piles, at each delivery site.
- Minimize the ground and vegetation disturbance impacts as much as possible to any and all sites that logs will be delivered to. Be prepared to perform site restoration actions as necessary to repair ground and vegetation damages associated with log delivery.
- A contractor will be allowed to bill for the following:

1. Mobilization, (this is the mobilizing of equipment to and from the watershed or delivery site for equipment to unload and deck the logs). The contractor will be allowed to bill one time for mobilization per contract.
2. Hauling, (the time it takes to drive from the collection site to each delivery site)
3. Decking, (offloading logs only at the delivery site)
4. Fish log, 18-24" dbh (price per unit)
5. Small fish log, 12-18" dbh (price per unit)
6. Large straight log, (price per unit)
7. Small straight log, (price per unit)
8. Tree tops or whole small trees, (price per cubic yard)

3.03 Required Information

The Contractor's Proposal must include the following:

- A. Title Page. Show Request For Proposal (RFP) subject, name of Contractor, address, telephone and fax numbers, name of contact person and date of submission. (See Attachment A.)
- B. Transmittal Letter. A one- or two-page summary stating the Contractor's understanding of the work to be done and making a positive commitment to perform the work.
- C. Table of Contents. A clear identification of the material by section and page number.
- D. Profile of the Contractor. Include location of the Contractor's office(s), number of partners, associates, and other professional staff. Describe the range of activities performed by your Contractor.
- E. Approach. Provide a clear description of the Contractor's anticipated approach for providing these services.
- F. Contractor Organization and Management. Show the team proposed for the work identified, including the identification of persons assigned to individual tasks, and, if applicable, the function and responsibilities for major subcontractors.
- G. Statement of Qualifications.
 - (1) Experience of Contractor: Provide a statement of the Contractor's experience in providing services for projects similar in scope to that proposed in this RFP.
 - (2) Experience/Qualifications of Assigned Professionals: Provide information for the individuals who would likely be assigned to this work including education, licensing information, background accomplishments, relevant continuing professional education and any other pertinent information for each of the key personnel to work on the project. Offerors 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 audit without prior approval of the Tribes' Contract Officer Representative."
- H. Offerors must describe their Company's experience/expertise which is relevant to the proposed work.

- I. Current Assignments. Provide a statement concerning the Contractor's ability to devote sufficient time and resources to this type of work in relation to existing or anticipated assignments of the Contractor.
- J. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the Contractor might have or encounter in providing these services to the Colville Tribes.
- K. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these services. This statement must include proposed hourly rates for all persons employed by or contracting with the Contractor to provide the work described herein, as well as rates for travel and other expenses when travel is necessary.

SECTION 4. PROPOSAL EVALUATION

4.01 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Contractor's proposal meets the needs of the Tribes as described in the Contractor's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

An award will be made to a responsible Indian Offeror if its proposed price is within 10% of the lowest non-Indian Offeror's Proposal Price and the Indian Offeror provides documentation of having the expertise and experience necessary to satisfactorily complete the work required.

Evaluation will be based on the following criteria:

1. Responsiveness of the proposal and clear understanding of the project goals (0-20)
2. Efficient and realistic timeline (0-10)
3. Experience at constructing aquatic enhancement projects of similar scope and scale to the proposed project (0-25)
4. Qualifications and experience of staff (0-20)
5. Indian preference (0 – 10)
6. TERO certification documented & included (0-5)
7. Cost (0-10)

Maximum Points: (100)

4.03 In-Person Discussion Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribes, without cost to the tribes, to a discussion with the Colville Business Council, the managers of relevant tribal programs, and others invited to the Session to provide the Offeror the opportunity to demonstrate its

services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The Discussion Session will be informal, as the Tribe is not interested in a sales presentation by Offeror but rather an interactive discussion with the CBC; it is important that those key personnel identified by the Offeror to be assigned to the project will fully participate in the presentation and discussion.

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.05 Contract Award and Execution

The Tribes reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be initially submitted on the most favorable terms the Contractor can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Contractor's/Offeror's proposal response, as amended by agreement between the Tribes and the Contractor/Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribes and the successful Contractor/Offeror. Additionally, the Colville Tribes may verify the Contractor's/Offeror's representations appearing in the proposal. Failure of the Contractor/Offeror to perform as represented may result in elimination of the Contractor/Offeror from competition or in Contract cancellation or termination.

The apparent successful Contractor/Offeror will be expected to enter into a contract with the Tribes. If a contract is not entered into with a reasonable time after selecting the proposal, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Offeror. The Tribes shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Contractor offers for cost reduction and other elements of the Contractor's proposal. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Contractor, then the Tribes will terminate discussions with the selected Contractor and proceed to the next Contractor in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribes reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

ATTACHMENT A:
PROPOSAL COVER PAGE

Fish log procurement

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 Offeror Signature _____

Telephone _____

ATTACHMENT B:

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

A. The Contractor certifies, to the best of its knowledge and belief, that:

1. The Contractor/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 Contractor 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 Contractor shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Contractor 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 Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor'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 Contractor 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 Contractor 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/Contractor: _____

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/Contractor: _____

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/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____
