



Confederated Tribes of the Colville Reservation

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

Salmon Creek RM8 enhancement project design and engineering services

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date: **1/16/2024**

Deadline for Questions: **2/1/2024**

Closing Time and Date: **2/8/2024**

1.02 Description of Proposals 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 Salmon Creek, a tributary to the Okanogan River in Okanogan County, Washington. The contract resulting from this request will cover site investigation and restoration plan completion for habitat restoration actions on CTCR 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, 2025.

Project Description

The Colville Confederated Tribes Anadromous Fisheries Division are developing salmon and steelhead habitat improvement projects on Salmon Creek on property owned by the CTCR. The contract resulting from this RFP will be for development of a stream habitat improvement strategy through final design on Salmon Creek from (RM 8-4.9). This reach of Salmon Creek experiences elevated flows through the summer due to its use as an irrigation conveyance ditch for Okanogan Irrigation District from the Conconully Reservoirs to the OID ditch system downstream of the project site. This results in Salmon Creek not experiencing the typical low summer flows of tributaries of the Okanogan River. Low flows in Salmon Creek occur during

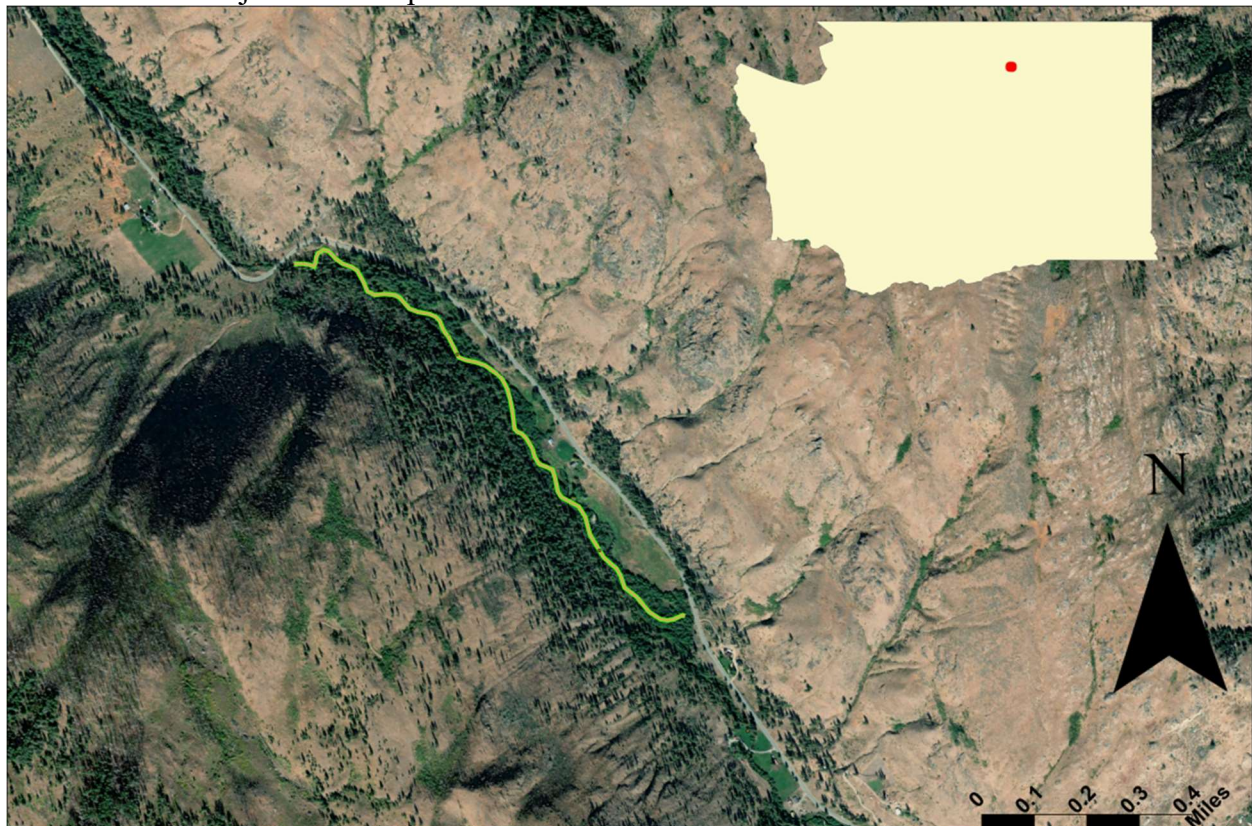
the non irrigation season and result in water flows of 2-4 cfs. During periods of uncontrolled spill from Conconully Reservoir water levels can be as high as 800 cfs. This flow regime coupled with the incisions and channelization of Salmon Creek has resulted in a lack of complex habitat particularly in the loss of large woody debris and the associated scour that occurs around them.

In order to improve overwinter survival project goals are

Project goals are the increase of:

- Pool formation and depth.
- Channel complexity and roughness.
- Connection between Salmon Creek and its floodplain
- Groundwater interchange between springs and the mainstem of Salmon Creek.

Salmon Creek Project Area Map



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 Fridays, 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 30 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, February 8, 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 **“Salmon Creek RM8 Enhancement 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

John Box

P.O. Box 150 Nespelem, WA 99155

Emailed proposals should be sent to.

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. 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 **John.Box.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, February 1, 2024. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m.PST on the next business day after receipt of the question.

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 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 state herein.

2.08 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.

2.09 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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/>.

2.14 Debarment

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

2.15 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 be indeterminate but no less than for three years, and on an as-needed period for the term of the Contract to be issued pursuant to this RFP. 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

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 Conceptual Reports, and Drawings

Site Investigation findings will be used to provide three 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 EDT modeling available here

https://ecosystems.azurewebsites.net/Okanogan_River/ and 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 conceptual restoration designs, and planning estimates for review by both CTCR biologists and BPA staff.

The conceptual 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). 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.

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/Qualifications of Assigned Professionals: Provide resumes 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. The Offeror must include a statement that they have reviewed the Colville Tribal Code Chapter 4-22 and will adhere to its requirements, and that the Offeror is familiar with all Federal Communications regulations which will apply to the scope of work.

I. Offerors must describe their Company's experience/expertise which is relevant to the proposed work, i.e. experience with other Tribal entities providing technical and financial review and analysis of proposed leases of land for wireless and fiber telecommunications infrastructure, equipment and/or facilities.

J. Offerors must provide a detailed description of the process the Offeror will use to determine the fair market value of leases/Rights of Way agreements with the Tribes for telecommunications equipment/fiber and to justify the value(s) he/she has determined to be applicable to these leases/Rights of Way agreements. Offerors must provide a well-documented and supported specific valuation of each lease/Rights of Way agreements being considered by the Colville Tribes, Offerors must include in their proposals their current schedule(s) for determining values which reflect the type and size of equipment and materials to be used by the lessee, including valuation for equipment which would generate revenue for the lessee (i.e., "colocation" opportunities on the lessee's structures).

J. 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.

K. 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.

L. 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.

M. Selected contractor must be registered through www.sam.gov.

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 discuss.

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**

Antoine Creek Project Restoration Design and Engineering Services

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:

CERTI 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 or records, making false statements, tax evasion, ore 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: _____

