

OFFER FORM	1. SOLICITATION NO. 1	2. TYPE OF SOLICITATION SEALED BID	3. DATE ISSUED 1/23/2025	PAGE 1 OF 38 PAGES
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IMPORTANT- The "offer" section on the next page must be fully completed by offeror.

An offer guarantee (Bid Bond) IS REQUIRED. Performance and Payment Bonds will be required of the successful offeror. (See section 7)

4. MAIL OFFER TO: Nez Perce Tribe c/o Miranda Gordon, Project Manager Department of Fisheries Resources Watershed Division P.O. Box 365 Lapwai, ID 83540		5. ELECTRONIC COPIES SUBMITTED TO: mirandag@nezperce.org
6. FOR INFORMATION CALL:	A. NAME: Miranda Gordon	B. TELEPHONE NO. (Include area code): 208-621-3547

SOLICITATION NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

7. THE NEZ PERCE TRIBE REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date*):



Sally Ann Creek AOP Crossing #1 Culvert Replacement

Nez Perce Tribe, DFRM Watershed Division



FAXED OFFERS WILL NOT BE ACCEPTED.

ALL OFFERS MUST BE DELIVERED IN PERSON, ELECTRONICALLY, OR VIA CERTIFIED MAIL BY: February 17, 2025 at 4:00 pm

8. The Contract time shall begin upon receipt of notice to proceed and the work shall be completed no later than October 15, 2025. This performance period is mandatory.

9. ADDITIONAL SOLICITATION REQUIREMENTS:

Sealed offers in original to perform the work required are due at the place specified in Item 4 or 5 by 4:00 PM local time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. If sending by mail, please address to the Address listed above in Section 4 above.

Electronic Bids are accepted at the email address in Section 5 above. If submitting electronically, select delivery receipt and read receipt or request an acceptance response. If a response is not received, call the number provided in 6B above.

**REQUEST FOR PROPOSALS ("RFP") FOR CONTRACTOR SERVICES FOR THE NEZ PERCE TRIBE FISHERIES
WATERSHED DIVISION**

1.0 SERVICES AND PRICES

Sally Ann Creek Road AOP Crossing #1 Culvert Replacement

PAY ITEM NO.	ISPWC #	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	2010.4.1.A.1	Mobilization	Lump Sum	1	\$ _____	\$ _____
2	201.4.1.D.1	Removal of Existing Asphalt	Square Yard	449	\$ _____	\$ _____
3	201.4.1.E.1	Removal of Existing Culvert	Linear Foot	106	\$ _____	\$ _____
4	202.4.1.D.1	Roadway Excavation	Lump Sum	1	\$ _____	\$ _____
5	202.4.6.A.1	Roadway Embankment	Cubic Yard	91	\$ _____	\$ _____
6	204.4.1.A.1	Structural Excavation	Lump Sum	1	\$ _____	\$ _____
7	204.4.3.A.1	Structural Backfill	Cubic Yard	1328	\$ _____	\$ _____
8	205.4.1.B.1	Dewatering	Lump Sum	1	\$ _____	\$ _____
9	206.4.1.H.3	Loose Riprap, Class III	Cubic Yard	198	\$ _____	\$ _____
10	206.4.1.I.1	Placed Streambed Simulation Rock, Bed Class 6	Cubic Yard	284	\$ _____	\$ _____
11	206.4.1.I.1	Rock Cross Vanes	Each	9	\$ _____	\$ _____
12	206.4.1.J.1	Placed Channel Rock, Class CR-3	Cubic Yard	28	\$ _____	\$ _____
13	802.4.1.A.1	Crushed Aggregate for Base, Type I	Cubic Yard	270	\$ _____	\$ _____

14	802.4.1.E.1	Crushed Aggregate for Subbase, 4"-Minus	Cubic Yard	157	\$ _____	\$ _____
15	810.4.1.A.1	Plant Mix Pavement, SP-2	Ton	71	\$ _____	\$ _____
16	1001.4.3.A.1	Soil Erosion and Pollution Control	Lump Sum	1	\$ _____	\$ _____
17	1103.4.1.A.1	Construction Traffic Control	Lump Sum	1	\$ _____	\$ _____
18	1104.4.1.A.1	Pavement Line Paint, White	Square Foot	89	\$ _____	\$ _____
19	2050-4.1.A.1	Geocell Abutment Stabilization, 6 Inch Depth	Square Yard	206	\$ _____	\$ _____
19	SP-601.4.1.A.1	19'-0" Span x 6'-4" Rise Structural Steel Plate Arch, 0.140" Thickness, 6" x 2" Corrugations	Linear Foot	132	\$ _____	\$ _____
20	SP-602.4.1.A.1	Precast Concrete Members, Culvert Stem Wall with Footing	Lump Sum	1	\$ _____	\$ _____
21	62201a	Hydraulic Excavator with Thumb	Hourly	4	\$ _____	\$ _____
22	62201b	Large Dump Truck	Hourly	4	\$ _____	\$ _____
23		3.5% TERO FEE	Lump Sum	1	\$ _____	\$ _____

TOTAL BID: \$ _____

Provide a price per unit for all items not designated as lump sum and provide a lump sum for those that are. Provide a price per unit to the nearest cent and do not round the totals. In addition, the Contractor shall give a price per hour for Items 21-22 for additional work above the estimated quantities that is encountered during the contract performance. **The Tribe does not guarantee that any hourly work shall be ordered and reserves the right to reduce or eliminate entirely the work under these items with no adjustment in contract unit price. Hourly work shall be approved by the Project Manager prior to the work commencing.**

BASIS OF AWARD- Technical proposals are required to be submitted with your offer. Technical is more important than price. See RFP Section 10 for evaluation criteria.

2.0 PURPOSE OF RFP

The Nez Perce Tribe Department of Fisheries Resources Management - Watershed Division (Tribe), is seeking a qualified construction contractor ("Offerors") to provide contract services ("Services") to complete the Sally Ann Creek AOP Crossing #1 Culvert Replacement project. The objective of this project is to remove an existing, undersized culvert and replace it with an open-bottom arch plate culvert that will pass all fish at all flows as well as the 100-year flow event while reducing the failure risk of the existing road prisms.

The Offeror, if any, who is selected through the Qualification Based Selection process (the "Contractor") shall sign a contract with the Tribe in the form set forth as Exhibit 1 to this RFP (the "Contract"). The conditions set forth in this RFP are incorporated into the "Contract".

3.0 SCOPE OF SERVICES

The Contractor will remove the existing Idaho County-owned culvert, a 6' wide x 106' long corrugated steel pipe, and replace with a 19'0" span x 6'-4" rise x 132' long structural steel plate arch culvert. Work includes, but is not limited to, structure excavation; removal and salvage of old culvert; installation of geocell, pre-cast footers and stem walls, and a steel plate arch culvert; constructing a natural streambed with onsite material, and backfilling the structure. It is to be assumed that Idaho County Roads Department will maintain ownership of and salvage the existing steel pipe culvert that is in place to be used at another location; the contractor is responsible for removal of the pipe, not disposal.

The selected Contractor will submit a dewatering plan for approval prior to construction.

A construction oversight firm will provide the staking and flagging prior to construction. Power in the area is overhead, there is no fiberoptic, and there is phone line present in the area. It is the responsibility of the contractor to do a line locate prior to construction commencement. The Tribe will conduct turbidity monitoring; however, the contractor is required to follow all state and federal requirements for turbidity. Current state standards require instantaneous turbidity does not exceed 50 NTUs above baseline, and continuous turbidity does not exceed 25 NTUs for 10 days above baseline.

All environmental compliance documentation and appropriate instream work permits through the US Army Corps of Engineers, Idaho Department of Water Resources, and Idaho Department of Water

Quality will be obtained by the Tribe prior to construction. Because the project footprint is less than 1 Acre, a SWPPP permit is not expected to be a requirement.

All engineering designs and special provisions are attached to this solicitation as Exhibits 2-3.

3.1 DESCRIPTION OF WORK: Contractor shall furnish all labor, equipment, operating supplies supervision, transportation, materials (except those designated as Government-furnished), and incidentals necessary to complete the project as required by the contract, plans, and specifications.

A separate culvert replacement approximately 0.5 miles upstream on Sally Ann Creek Road (crossing #2) will also be constructed during the work window of July 1 – August 31, 2025. It will be the responsibility of the contractor to coordinate with the other project regarding timing for a road closure of a maximum of 4 consecutive weeks. It is assumed the projects will be under construction concurrently to reduce the road closure times.

All instream work will occur during the agency approved window of July 1 – August 31.

3.2 SUPPLIED MATERIALS: The Offeror will provide the following item(s) to the Contractor for use in the performance of this contract. This property shall be used as detailed below.

- Paving of Sally Ann Creek Road
- Paint lines on Sally Ann Creek Road
- Grass seed
- Staking and flagging for the construction project
- Turbidity monitoring
- Fish salvage

The pavement and paint for Sally Ann Creek Road will be provided by Idaho County Roads Department and will not be included in this final contract. Grass seed will be provided by the Nez Perce Tribe; however, the Contractor will be responsible for its application as part of the Contract Work. Please exclude these line items from your bid.

The Tribe will conduct the fish salvage but require at least 2 business days advanced notice. Fish salvage will be conducted at the time of dewatering. Tribal staff is available Monday – Thursday.

3.3 PROJECT LOCATION: The project is approximately 16.25 mi northeast of Grangeville, Idaho. At the junction of Highway 13 and the Sally Ann Creek Road (approximately MP 4.5), travel east for approximately 1.43 miles on Sally Ann Creek Road. Site maps and photos are included in Exhibit 5.

3.4 TECHNICAL SPECIFICATION: Stand-alone technical specifications have been prepared for each of the culvert replacements. The technical specifications are found in Exhibit 3 and are incorporated into the RFP and Contract. The Contractor shall follow procedures outlined in the Technical Specifications.

3.5 FISH FRIENDLY HYDRAULIC FLUIDS. In accordance with and/ or in addition to Technical Specifications, equipment that will be used in or near live water shall utilize hydraulic fluid

that is non-toxic to salmonids. According to guidance provided by the National Oceanic and Atmospheric Administration, the following products meet the required criteria:

- Chevron Clarity Hydraulic Oil A W
- Ecoterra Hydraulic Oil
- GreensCare Plus
- Mobil EAL 224H
- ENVIRON™ AW HYDRAULIC FLUIDS

3.6 ENVIRONMENTAL PROTECTION. The contractor is required to have a spill plan. The plan will contain a description of the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling.

All vehicles carrying fuel will have specific equipment and materials needed to contain or clean up any incidental spills at the project site.

All pumps and generators used in or near streams will have appropriate spill containment structures and/or absorbent pads in place during use.

When storage facilities for oil or oil products are on site, appropriate preventive measures shall be taken to ensure that any spill of such oil or oil products does not enter any stream or any other body of water. If a spill of petroleum product should occur in water, immediately notify the Contracting Officer and appropriate state agencies.

Service and refuel all equipment at least 150 feet away from water bodies in the areas approved by the Contracting Officer. If the total oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Meet all applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

Contractor shall ensure that all personnel involved in handling and packaging the hazardous materials are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Provide handling and personal protective equipment appropriate to ensure safe handling of the hazardous material. Notify the Contracting Officer in writing of all hazardous material that may be brought onto the project site.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. The contractor must clean up spills or leaks in a manner that complies with Federal, state, and local laws and regulations and to the satisfaction of the CO. When necessary provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

All equipment used for instream work will be cleaned of external oil, grease, dirt and mud with leaks repaired prior to arriving at the project site. All equipment will be inspected by the Contracting Officer's Representative before unloading at site. Any leaks or accumulations of grease will be corrected before entering streams or areas that drain directly to streams or wetlands.

Equipment used for in-stream or riparian work (including chainsaws and other hand power tools) will be fueled and serviced in an area approved by the CO. When not in use, vehicles will be stored in the

designated staging area. The staging area should be in an area that will not deliver fuel, oil, etc. to streams.

Contractor is required to have a Spill Kit or equivalent that contains oil-absorbing floating booms, and other equipment such as pads and absorbent “peanuts” appropriate for the size of the stream, available on-site during all phases of construction. For small streams with few pools or slack water, booms may not be effective. Use pads and straw bales to anchor booms if necessary. Booms will be placed in a location that facilitates an immediate response to potential petroleum leakage.

3.7 TRAFFIC CONTROL. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic. It is to be assumed that Sally Ann Creek Road will be closed during the duration of this contract and no through traffic requirement is necessary. The road will remain closed for a maximum four-week time period, so coordination with another contractor may be necessary.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road by traffic and at all intermediate points where the new work crosses or coincides with an existing road. All road warning signs, lights, temporary signals, flagmen and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTDC), published by the Federal Highway Administration and applicable safety codes. The MUTDC can be read or downloaded at http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm.

As a minimum, it is anticipated that the following type and number of signs will be required:

Location	Designation	Quantity
On Sally Ann Creek Road	Road Closed	5

At a minimum, road closure signage with dates will need to be placed at the following locations:

- top of Sally Ann Creek Road near Clearwater,
- bottom of Sally Ann Creek Road near Highway 13,
- Wall Creek Road near Sally Ann Creek Road,
- Cedar Creek – Big Cedar Road intersection, and
- the bridge at Clear Creek.

3.8. HAULING. It is the Contractor’s responsibility to coordinate with appropriate State and County offices to ensure that load limit restrictions are met and/or proper permits are obtained.

3.8.1 Sally Ann Creek Road is an Idaho County maintained road. The Contractor shall observe and follow all County regulations pertaining to haul on this road and obtain all necessary permits.

3.9 NOXIOUS WEED CONTROL. In order to prevent the potential spread of noxious weeds into work areas, Contractor shall be required to use weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment prior to entry on to the work area. This cleaning shall remove all dirt and plant parts and material that could carry noxious weed seeds into the work area. Only clean construction equipment inspected by the Tribe or Idaho County representatives will be allowed to operate within the work area. All subsequent move-ins of construction equipment shall be treated in the same manner as initial move-in.

Prior to the initial move-in, and all subsequent move-ins, the Contractor shall make all construction equipment available for inspection by the Tribe or Idaho County at an agreed upon location off county land. The Contractor shall give the Tribe Inspector, PM, or County Inspector at least 48 hours advance notification when equipment is ready for inspection. If the equipment is not inspected prior to arriving at the site, the equipment will be sent back to Grangeville, ID for inspection at the Contractor's expense.

Straw/Hay Bales and erosion control devices shall be certified as "Weed Free". The source field shall be inspected and certified by the county extension agent from the county that the straw/hay is grown. Each shipment onto the project site shall be accompanied by a certification tag stating that it is weed free. The contractor shall furnish the Tribe or Idaho County Inspector with a statement of certification.

3.10 CAMPING. Camping will be not be allowed on site. No waste or byproducts shall be left at the project area.

3.11 FIRE CONTROL. The Contractor shall immediately extinguish all fires on or in the vicinity of the project which are caused by the Contractor's employees, whether set directly or indirectly as a result of operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor(s) employees.

The Contractor shall maintain on site at least one hand tool (axe, pulaski, shovel) and fire extinguishers in the equipment. Each internal combustion engine shall be provided with a spark arrester.

The Contractor shall comply with all Idaho County fire restrictions without additional compensation.

3.12 MATERIALS ACQUISITION AND THE BUILD AMERICAN, BUY AMERICAN ACT

Pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, funding requirements specify:

- 1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

3.13 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. Revisions to the Standard Specifications (ISPWC) & Special Provisions (Document 00820) further outlines vegetation and salvage requirements.

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Project Manager may have the necessary work performed and charge the cost to the Contractor.

3.14 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Tribe, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Tribe.

The Tribe assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Tribe, nor does the Tribe assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any

of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

3.15 SITE VISIT

The worksite is easily accessible and can be investigated at any reasonable time during the open solicitation window by prospective bidders. A formal site visit is not scheduled at this time. Contact Miranda Gordon with the Nez Perce Tribe (208-621-3547 or Mirandag@nezperce.org) for additional information or any questions concerning this proposal.

Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.

4.0 INFORMATION CONCERNING RFP AND PROJECT

4.1 All correspondence pertaining to this RFP, including submittal of proposals, should be directed to:

Miranda Gordon, Project Manger
DFRM Watershed Division
Nez Perce Tribe
Phone: 208-621-3547
Email: mirandag@nezperce.org

4.2 Offerors are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Offerors should request clarification or additional information concerning the RFP in writing as soon as possible.

ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM WILL NOT BE BINDING ON TRIBE AND OFFERORS SHALL NOT RELY THEREON.

4.3 Any prospective Offeror who contends that the terms and conditions of this RFP, the Contract, or any aspect of the selection process (1) will encourage favoritism in the award of the Contract for Services; (2) will substantially diminish competition; (3) will violate any other statute, regulation, or law of any kind; or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to this RFP. Failure to deliver a written protest to the address provided in "Address Offer To" box in the cover page of this RFP by the time specified in Section 5.1 of this RFP will be deemed a waiver of any claim by an Offeror that the selection process violates any of the items (1)-(4) of the foregoing sentence.

4.4 The Tribe reserves the right to (1) reject any or all proposals or (2) cancel the RFP if doing either would be in the public interest as determined by the Tribe.

5.0 SCHEDULE OF EVENTS

5.1 The following schedule of events shall be followed for this RFP unless otherwise modified by the Tribe:

5.1.1 Inquiries for clarification or additional information, if any, must be received by the Tribe no later than 4:00p.m. on the date specified in the table in Section 5.2.

5.1.2 Protests of the RFP, the Contract, or any aspect of the selection process must be received by the Tribe no later than 4:00p.m. on the date that is three (3) calendar days before the due date for proposals.

5.1.3 Proposals must be received by the Tribe no later than 4:00 p.m. on the date specified in the table in Section 5.2. Proposals submitted after this time will be rejected.

5.1.4 The Qualification Based Selection (QBS) process defined in Section 10 will be used to select the Contractor, if any.

5.1.5 A Contractor will be selected, if at all, on or near the tentative date specified in the table in Section 5.2. However, Contractors will not be notified until the Nez Perce Tribal Executive Committee approves the decision. This could take up to eight weeks from the time of selection. The unsuccessful Offerors will be notified once the final selection has been approved.

5.1.6 Any protests of the selection decision must be received no later than 4:00p.m. on the date that is seven (7) calendar days after the Tribe issues the selection notice.

5.1.7 Any hearing on a protest will be held no later than seven (7) calendar days after the Tribe receives a protest.

5.1.8 The Tribe intends to enter into a Contract with the selected Contractor within 45 calendar days after the due date for proposals, unless the Tribe, in its sole discretion, elects to extend the deadline.

5.1.9 Prior to commencement of work, the Tribe will hold a pre-construction meeting with the Contractor on or near the date specified in 5.2 to discuss the contract terms and work performance requirements. This discussion will include but not limited to work progress schedule, dewatering plants, and turbidity/erosion control plans.

5.2 Table of Tentative Timelines

1/23/25	Solicitation Begins
2/12/25	Final Inquiries Due
02/17/2025	Proposal Due
3/5/25	Contract Preliminary Award, Estimated
4/4/25	Notice to Proceed, Estimated

6/2/2025	Pre-Work Meeting
7/1/2025	Beginning Work Window
7/1-8/31/2025	Instream Work Window
10/15/2025	Contract End

All instream work will be performed during the agency approved window of July 1 – August 31.

6.0 NO REIMBURSEMENT FOR PROPOSAL

Offerors responding to this RFP do so solely at their own expense. Under no circumstances whatsoever will the Tribe be responsible or reimburse Offerors for any costs incurred in the preparation and presentation of their proposals, negotiation of the Contract and cost proposal by the Offeror, or for any related expenses or consequential damages of any kind.

7.0 CONTRACTOR BONDING, LIABILITY, LICENSING, INSURANCE, AND BID DEPOSIT REQUIREMENTS

The Contractor shall be held responsible for all damages to persons or property that occur as a result of the contractors’ fault of negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Tribe will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractor must be a licensed contractor with the State of Idaho (CCB #), and shall maintain in full force and effect, provide the Tribe with certificates of insurance with the following limits:

1. The Contractor shall maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence/\$2,000,000 aggregate, errors and omissions coverage in the amount of \$1,000,000.00 per occurrence or claim, and auto liability insurance in the minimum amount of \$1,000,000.00 per accident, per person, each including coverage for contractual obligations, bodily injury (including death) and property damage.
2. Worker’s Compensation; limits as required by the State of Idaho.

Contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before Work commences. The surety company must be on the Federal Treasury Listing of Qualified Sureties (T-List), which can be found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>

7.1 The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Tribe, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Tribe will return bid guarantees, other than bid bonds.

7.1.1 To unsuccessful bidders as soon as practicable after the opening of bids, and to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

7.1.2 The amount of the bid guarantee shall be **5 percent** of the bid price and must accompany the bid. The bid deposit will be returned as per final contract acceptance.

7.1.3 If the successful bidder, upon acceptance of its bid by the Tribe within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Tribe may terminate the contract for default.

7.1.4 In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

7.2 Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

8.0 CONTRACT

8.1 The Offeror, if any, selected by the Tribe will be required to enter into a written contract in the form attached as Exhibit 1 to this RFP. This RFP and the Contractor's proposal thereby become a part of the Contract.

8.2 The proposal should indicate acceptance of the Contract provisions but may- in addition to and not in lieu of the Tribe's Contract- suggest reasonable alternatives that do not substantially impair the Tribe's rights under the Contract. Silence shall be deemed acceptance of the standard form of Contract.

8.3 If inclusion of any of the Tribe's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal by the Offeror during cost negotiations and prior to selection of the Offeror as the Contractor.

9.0 EVALUATION OF PROPOSALS

9.1 Certified Indian Owned Business (CIB): Certified Indian Owned businesses registered with the Nez Perce Tribe will be given preference. This includes subcontractors. Please note if you, or a subcontractor, are a registered CIB with the Nez Perce Tribe. Registered CIBs can be found at: <https://nezperce.org/government/commissions/cib/>

9.2 Proposals that do not adhere to all terms and conditions of this RFP or that are otherwise non-responsive may, in the sole discretion of the Tribe, be rejected or given a lower rating in the evaluation process.

9.3 The Tribe reserves the right to reject any and all proposals or to waive irregularities or deficiencies in a proposal if The Tribe determines that such waiver is in the best interests of the Tribe.

9.4 If two or more Offerors are equally qualified, and one of the offerors is a CIB, the Tribe will give preference to a Certified Indian Owned Business. If, no CIB applies, preference will be given to the Offeror with the better technical proposal within the Engineers Estimate.

9.5 If the Tribe and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Tribe, the Tribe shall, either orally or in writing, formally terminate negotiations with the highest ranked Offeror. The Tribe may then negotiate with the next most qualified Offeror. The negotiation process may continue in this manner through successive Offerors until an agreement is reached or the Tribe terminates the Contractor contracting process.

9.6 Proposal selection will be completed by a 3-person review team. Proposals will be ranked based on the information found in Section 10 Evaluation Criteria. The review team will rank the proposal individually, then come to a consensus on each proposal ranking.

10.0 EVALUATION CRITERIA

The Proposal must describe the Contractor's qualifications, intended performance, proposed timeline for the prescribed activity, and the resources required to perform the services by addressing the content requirements described below.

Cover Letter. A cover letter must express the contractor's interest in the Project and commitment to the obligations expressed in the RFP. The letter shall include the original signature of an authorized representative of the contractor and indicate that the contractor accepts all of the terms and conditions contained in the RFP.

10.1 TECHNICAL PROPOSAL: Technical Proposals are required for the evaluation of offers. Contractors must submit the required information to be considered for contract award. Commitments made in the offeror's technical proposal will be incorporated into the awarded contract. The following factors shall be used to evaluate offers. These factors are approximately equal in importance. Proposals that summarize the RFP will not be considered acceptable.

10.1.1 PAST PERFORMANCE: (List of References). List all contracts of similar scope and size that have been awarded to your firm and major subcontractors in the past five years. Past performance will be evaluated in terms of quality of services; timeliness of performance; management and business relations with previous customers; customer satisfaction; cost control; oversight of project including subcontractors, and suppliers; and compliance with contract requirements, labor, and safety standards. Past performance of subcontractors shall be provided and will be used to evaluate overall proposal. Offerors with no history of past performance will not be evaluated favorably or unfavorably for this criterion.

For each project for the Prime and/or Subcontractor include:

- Location of the project
- A description of the work performed
- Size of the project (including dollar value)
- **Site Superintendent/Equipment Operator(s)/Key Personnel utilized**
- Customer contacts (include current telephone numbers).
- If problems were encountered, describe them and any corrective actions taken to prevent a recurrence.

10.1.2 EXPERIENCE AND QUALIFICATIONS: Describe the experience of the prime contracting firm and **any major subcontractors** proposed for use. Provide a list of past projects performed; include descriptions of the work completed, dollar values (size) of the contracts, dates of project completion and other relevant information. Specifically highlight experience performing stream rehabilitation projects that required construction of AOPs, construction of streambeds, water and turbidity management, instream habitat restoration, and construction survey and staking.

Identify the site superintendent, lead equipment operators and other key employees to be assigned to this project and for each, list their relevant education, licenses, certifications and experience in the type of work to be done under this contract. Provide work histories for each individual that include descriptions of past projects performed, dollar values (size) of the contracts, dates of project completion and other relevant information. Specifically highlight the individuals' experience constructing AOPs, water/turbidity management, and construction survey and staking.

Ratings for experience and qualifications will improve based on the number of similar, successfully completed projects performed by the prime contracting firm, key personnel, and major subcontractors and the relevant qualifications and experience held by the key personnel.

10.1.3 TECHNICAL APPROACH/PRODUCTION SCHEDULE. Describe the technical approach planned for completion of all significant work tasks, the sequence in which the significant tasks shall be performed, and the workers and equipment to be assigned. A production schedule shall be submitted that includes an overall time frame for the project as well as the time frames and sequencing of each work element included in the project. We will assess the realism of proposed completion dates, given the resources to be devoted to the work. Acceptable proposals will show ability to complete the project within the time frames specified, or sooner.

Specifically address:

- Proposed project starting and completion dates
- Technical approach to the following tasks and **the sequence/estimated time frames** for performing them, including but not limited to, water management, surveying and staking, and construction.
- Size and type of equipment (including pumps) to be used.
- Identify the Site Superintendent, Lead Equipment Operators and other key personnel (including subcontractors) to be on site, including the person in charge when the Site Superintendent is absent
- Water Management Plan drawing and narrative describing the project dewatering and water control methods, equipment, materials, layout, installation, monitoring, contingency plan, and maintenance of proposed systems. A dewatering plan will need to be approved by the Tribe prior to commencement of work. Fish salvage and dewatering specifications can be found on design sheets.

The Tribe will also assess the strengths, weaknesses, and risks of the technical approach as it relates to meeting the project specifications, restoring and improving floodplain and fish habitat, installing bank structures, riparian plant care, minimizing erosion and stream turbidity during construction, utilizing fish-friendly products and meeting the performance deadlines.

10.2 PRICE. The completed Schedule of Items shall suffice for a price proposal.

This criterion will (1) consider price reasonableness, and (2) be used to help determine the offeror's understanding of the work. Reasonableness will be determined by evaluating other offered prices

received and making comparisons to the Independent Government Estimate and past prices paid for similar types of work. The contract line items shall also be evaluated to determine whether any line items are materially unbalanced.

The importance of price may become greater as the differences between technical proposals decrease. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Tribe may control award.

***** The technical criteria, when combined, are more important than price in the award decision.**

10.3 Tribe retains exclusive discretion and reserves the right to determine:

10.3.1 Whether a proposal is complete and complies with the provisions of this RFP.

10.3.2 Whether an Offeror should be allowed to submit supplemental information.

10.3.3 Whether irregularities or deficiencies in a proposal should be waived.

10.3.4 Whether to seek clarifications of each proposal or request additional information necessary to permit the Tribe to evaluate, rank, and select the most qualified Offeror.

11.0 SELECTION BY TRIBE

11.1 The Tribe and Idaho County Roads Department staff will evaluate the proposals based on criteria set forth in Section 10. The Contract will be awarded to the Offeror who has submitted a proposal that best meets the Tribe's requirements and successfully completes scoping and fee negotiations with the Tribe.

11.2 If there are disagreements with the outcome or questions about the selection process, Offerors must submit protests in writing to the Tribe within seven (7) calendar days after the selection has been made. Tribe will either uphold or deny the protest, and a written response will be issued for all properly submitted protests within seven (7) business days. If the protest is denied, the Tribe will proceed to award the Contract.

11.3 Final award will be subject to execution of the Contract. Negotiation of the Contract will include the scope of services and fees for services. The Tribe reserves the right to negotiate a final Contract that is in the best interest of the Tribe. If permitted by the Tribe, in its sole discretion, negotiation of the Contract may include one or more of the proposed alternate terms and conditions, if any, in the selected Contractor's proposal. Award of the Contract may be withdrawn if the Contract negotiations are not timely concluded, as determined by the Tribe in its sole discretion.

11.4 If the Tribe and the Offeror initially selected by the Tribe are unable to negotiate a Contract, the Tribe reserves the right to select another Offeror and negotiate a Contract with that Offeror in accordance with this Section 10.

11.5 Award shall be made to that offeror whose technical/cost relationship is the most advantageous to the Tribe. The critical factor in making any cost/technical trade-offs is not the spread between the

technical ratings but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is and what it would cost the Tribe to take advantage of it. The Tribe reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Tribe.

It is the Tribe’s intent to award without holding discussions, except as described in Section 12. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to the Tribe. However, the Tribe may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range.

12. EXHIBITS

Exhibits to this RFP include:

1. The proposed Contract.
2. Drawings- **Titled** “Sally Ann Creek Road AOP Culvert Replacement, Crossing #1” final design. The following drawings are a part of this solicitation and any resulting contract.

Sheet 1	COVER
Sheet 2	GENERAL NOTES & TYPICAL ROAD SECTION
Sheet 3	OVERALL EXISTING SITE PLAN & CONTROL DIAGRAM
Sheet 4	SALLY ANN CREEK ROAD PLAN & PROFILE
Sheet 5	SALLY ANN CREEK PLAN & PROFILE
Sheet 6	DEWATERING & DIVERSION PLAN
Sheet 7	CULVERT DETAILS
Sheet 8	FOOTING DETAILS
Sheet 9	CHANNEL DETAIL
Sheet 10	CROSS-VANE DETAILS
Sheet 11	SALLY ANN CREEK ROAD CROSS-SECTIONS
Sheet 12	SALLY ANN CREEK CROSS-SECTIONS
Sheet 13	BORING LOGS
Sheet 14	BORING LOGS CONTINUED

3. Document 00820 Revisions to the Standard Specifications (ISPWC) & Special Provisions
4. Workers Compensation Form
5. Sally Ann Creek Map and Existing Conditions Photos
6. Geotechnical Engineering Evaluation

Exhibit 1

Contract Form

Agreement for Contracted Services

CONTRACT BETWEEN
NEZ PERCE TRIBE AND

For the
Sally Ann Creek AOP Crossing #1 Culvert Replacement

This Contract ("Contract") is entered into between the Nez Perce Tribe, P.O. Box 305, Lapwai, ID, 83540 ("Tribe"), by and through Nez Perce Tribe, and _____. ("Contractor"), individually "party" and collectively "parties."

RECITALS

- A. The Tribe is a federally-recognized Indian tribe with its own government, unique culture, and history.
- B. The Tribe wishes to retain a Contractor to provide the following services for the Tribe. All items and terms listed in this contract and associated bid documents as provided by the Nez Perce Tribe.
- C. Contractor is qualified to perform the services that are the subject of this Contract.
- D. The foregoing recitals are hereby incorporated into, and made an integral part of, this Contract.

TERMS

SECTION 1: General

Contractor agrees to perform such professional services as are set forth in this Contract, and the Tribe agrees to pay such amounts as are specified in this Contract, all upon the following terms and conditions.

SECTION 2: Scope of Work/Deliverables

2.1 Contractor agrees to Provide contracted services as described in the RFP for the Sally Ann Creek AOP Crossing #1 Culvert Replacement.

2.2 Contractor agrees to provide the following deliverables (as described in the RFP, Section 4):

PAY ITEM NO.	ISPCW #	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	2010.4.1.A.1	Mobilization	Lump Sum	1	\$ _____	\$ _____
2	201.4.1.D.1	Removal of Existing Asphalt	Square Yard	449	\$ _____	\$ _____
3	201.4.1.E.1	Removal of Existing Culvert	Linear Foot	106	\$ _____	\$ _____
4	202.4.1.D.1	Roadway Excavation	Lump Sum	1	\$ _____	\$ _____
5	202.4.6.A.1	Roadway Embankment	Cubic Yard	91	\$ _____	\$ _____
6	204.4.1.A.1	Structural Excavation	Lump Sum	1	\$ _____	\$ _____
7	204.4.3.A.1	Structural Backfill	Cubic Yard	1328	\$ _____	\$ _____
8	205.4.1.B.1	Dewatering	Lump Sum	1	\$ _____	\$ _____
9	206.4.1.H.3	Loose Riprap, Class III	Cubic Yard	198	\$ _____	\$ _____
10	206.4.1.I.1	Placed Streambed Simulation Rock, Bed	Cubic Yard	284	\$ _____	\$ _____
11	206.4.1.I.1	Rock Cross Vanes	Each	9	\$ _____	\$ _____
12	206.4.1.J.1	Placed Channel Rock, Class CR-3	Cubic Yard	28	\$ _____	\$ _____
13	802.4.1.A.1	Crushed Aggregate for Base, Type I	Cubic Yard	270	\$ _____	\$ _____
14	802.4.1.E.1	Crushed Aggregate for Subbase, 4"-Minu	Cubic Yard	157	\$ _____	\$ _____
15	810.4.1.A.1	Plant Mix Pavement, SP-2	Ton	71	\$ _____	\$ _____
16	1001.4.3.A.1	Soil Erosion and Pollution Control	Lump Sum	1	\$ _____	\$ _____
17	1103.4.1.A.1	Construction Traffic Control	Lump Sum	1	\$ _____	\$ _____
18	1104.4.1.A.1	Pavement Line Paint, White	Square Foot	89	\$ _____	\$ _____
19	2050-4.1.A.1	Geocell Abutment Stabilization, 6 Inch D	Square Yard	206	\$ _____	\$ _____
19	SP-601.4.1.A.1	19'-0" Span x 6'-4" Rise Structural Steel Pl 0.140" Thickness, 6" x 2" Corrugations	Linear Foot	132	\$ _____	\$ _____
20	SP-602.4.1.A.1	Precast Concrete Members, Culvert Stem with Footing	Lump Sum	1	\$ _____	\$ _____
21	62201a	Hydraulic Excavator with Thumb	Hourly	4	\$ _____	\$ _____

22	62201b	Large Dump Truck	Hourly	4	\$ _____	\$ _____
23		3.5% TERO FEE	Lump Sum	1	\$ _____	\$ _____

It is to be assumed that Idaho County Roads Department will maintain ownership of and salvage the existing steel pipe culvert that is in place to be used at another location; the contractor is responsible for removal of the pipe, not disposal.

A construction oversight firm will provide the staking and flagging prior to construction. Power in the area is overhead, there is no fiberoptic, and there is phone line present in the area. It is the responsibility of the contractor to do a line locate prior to construction commencement.

The Tribe will conduct turbidity monitoring; however, the contractor is required to follow all state and federal requirements for turbidity. Current state standards require instantaneous turbidity does not exceed 50 NTUs above baseline, and continuous turbidity does not exceed 25 NTUs for 10 days above baseline.

The pavement and paint for Sally Ann Creek Road will be provided by Idaho County Roads Department and will not be included in this final contract. Grass seed will be provided by the Nez Perce Tribe; however, the Contractor will be responsible for its application as part of the Contract Work.

The Tribe will conduct the fish salvage but require at least 2 business days advanced notice. Fish salvage will be conducted at the time of dewatering. Tribal staff is available Monday – Thursday.

2.3 Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, funding requirements specify:

- 1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the

finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

2.4 Contractor shall not vary from the description of work described herein, unless Contractor receives specific, prior written authorization from the Tribe.

SECTION 3: Timetable

Following the signing of this Contract by both parties, the Contractor shall perform the duties described in Section 2 by no later than **October 15, 2025**. Instream work will only occur during the designated fish window of July 1 – August 31, 2025, and the Sally Ann Creek Road closure will be kept to a maximum of 4 consecutive weeks. It is assumed the projects will be under construction concurrently to reduce the road closure times

SECTION 4: Term/Termination/Suspension of Work

4.1 As described in Section 3, the term of this Contract shall begin when both parties sign this Contract and shall end on **October 15, 2025**. This Contract may be terminated by the Tribe without cause upon thirty (30) days written notice to Contractor, or sooner if both parties agree.

4.2 Either party may terminate this Contract at any time upon a breach by the other. If required, the costs incurred by the Tribe in hiring a replacement contractor shall be deducted from the Contract amount.

4.3 The Tribe may terminate this Contract without penalty or cost at any time if the work performed by Contractor is determined by the Tribe, in its sole discretion, to not be reasonably satisfactory or not completed on time. If required, the costs incurred by the Tribe in hiring a replacement contractor shall be deducted from the Contract amount.

4.4 This Contract shall terminate at any time if Tribal funds cease to be available.

4.5 If this Contract is terminated pursuant to this Section, the terminating party shall send written notice to the other party. Contractor shall receive payment for the reasonable value of any work completed prior to termination.

4.6 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

4.7 A claim under this clause shall not be allowed:

4.7.1 For any costs incurred more than 20 days before the Contractor shall have

notified the Project Manager in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

4.7.2 Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION 5: Payment

The total amount to be paid under this Contract, contingent upon the Tribe's acceptance of Contractor's work as reasonably satisfactory, shall not exceed \$ **(Fixed Price)**. This amount shall be paid as follows: for review, approval and payment, **invoices are to be submitted to:**

Miranda Gordon, Project Manager
28764 Salmon Lane
PO Box 365
Lapwai, ID 83540
mirandag@nezperce.org

This project has federal funding sources and is subject to the Davis-Bacon Wage Act. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (<https://www.dol.gov/agencies/whd/government-contracts/construction>).

5.1 Idaho Worker's Compensation Law. Prior to award of any contract subject to Idaho Workers' Compensation Laws, the Contractor must provide a completed State of Idaho Certificate of Verification of Workers' Compensation Insurance form to the Tribe. This form will be submitted to the Idaho Industrial Commission by the Tribe in order to assure that the Contractor in line for award has the required worker's compensation coverage or is exempt from the requirement for coverage.

A copy of the State of Idaho Certificate of Verification of Workers' Compensation Insurance form has been provided for use (as an attachment) and shall be completed and submitted as part of the offer.

This certificate of verification shall be fully executed by the Contractor and signed by the Industrial Commission Compliance Officer prior to issuance of the Notice to Proceed.

5.2 Wage Rate Requirements (Construction). Wage Rate Requirements statute regulates the pay of minimum wages and benefits to employees working under this contract.

SECTION 6: Personnel

6.1 Independent Contractor. Contractor shall act as an independent contractor in the performance of its duties under this Contract. Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities

under this Contract. Contractor shall also be responsible for obtaining all necessary federal, state, or local permits in order to perform work under this Contract. The Tribe assumes no responsibility for damage to property of Contractor or for any injuries to Contractor's employees. Contractor and the Tribe are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

6.2 TERO Compliance. Contractor shall comply with all regulations and policies of the Tribal Employment Rights Office ("TERO") Title 9: Indian Preference in Employment and Contracting, including executing a Compliance Agreement prior to initiating work under this Contract. Contact the TERO at (208) 843-7363 for further information.

6.3 Project Manager. The Project Manager (PM) is designated by the Tribe, to provide on-the-ground administration for the Tribe. The PM will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the prework conference. **The Contractor is cautioned to read the PM designation because certain authority under the contract is reserved solely for the PM.** The term "Project Manager" as used throughout the Specifications, shall be interpreted to include the Project Manager's designated representative(s) acting within the limits of their delegation of authority.

6.4 Inspectors. The Tribe will designate inspectors from the Tribe and Idaho County Roads Department, in writing. The Contractor is cautioned to read the Inspector designation because certain authority under the contract is reserved solely for the PM.

SECTION 7: Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Tribe and the Tribe's officers, guests, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, or resulting from, the performance of this Contract, provided that any such claim, damage, loss, or expense is not caused in whole or in part by any negligent act or omission of the Tribe, anyone directly employed by the Tribe, or anyone for whom the Tribe may be liable.

SECTION 8: Officials, Agents, and Employees of the Tribe Not Personally Liable

In no event shall any official, officer, employee, or agent of the Tribe be personally liable or responsible for: any covenant, whether expressed or implied; any statement, representation, or warranty made in connection with this Contract, or any provision thereof; or the performance of this Contract.

SECTION 9: Assignment and Delegation/Subcontracting

Contractor may not assign the rights or delegate the duties described under this Contract, or subcontract any part of the work to be performed pursuant to this Contract, without the Tribe's prior written authorization. The Tribe may attach any reasonable conditions or limitations to the employment of any subcontractor.

SECTION 10: Binding Effect

This Contract is for the benefit only of the parties hereto and shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

SECTION 11: Notice

Any notice under this Contract shall be in writing and delivered in person or by public or private courier service including: the U.S. Postal Service Express Mail or certified mail, with return receipt requested, or by email. Any notice shall be addressed to the parties at the following addresses or at such other addresses as the parties may, from time-to-time, direct in writing.

NEZ PERCE TRIBE:

Both Departmental and Tribal Notification are required.

Departmental Notification to:

Name: Miranda Gordon
Title: Project Manager
Address: 28764 Salmon Lane
PO Box 365
Lapwai, ID 83540
Phone: 208-621-3547
Email: mirandag@nezperce.org

Tribal Notification to:

Name: Nez Perce Tribal Executive Committee
Address: P.O. Box 305
Lapwai, ID 83540
Phone: (208) 843-2253
Email: NPTEC@nezperce.org

Contractor Notification to:

Name:
Company:
Address:

Phone:
Email:

Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day email delivery is verified. Actual notice, however and from whomever received, shall always be effective.

SECTION 12: Forum

The forum for any dispute concerning this Contract shall be the Nez Perce Tribal Court. This Contract shall be construed in accordance with the contract laws of the Tribe, as applicable. In the absence of such laws, the laws of the state of Idaho may be used as guidelines by the trier of fact.

SECTION 13: Sovereign Immunity

Nothing in this Contract shall be construed as a waiver or diminishment of the Tribe's inherent sovereign immunity.

SECTION 14: Severability

If any terms of this Contract are deemed to be illegal, void, or unenforceable, the remainder of the provisions herein shall remain valid and enforceable.

SECTION 15: Nonwaiver of Breach

The delay or failure of the Tribe to exercise any of its rights under this Contract for a breach by Contractor shall not be deemed to be a waiver of such rights and shall not be deemed to be a waiver of any subsequent breach by Contractor, either of the same provision or otherwise.

SECTION 16: Force Majeure

If Contractor is unable to perform its duties as described herein, in whole or in part, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Contractor, the parties shall negotiate in good faith to reach an amicable settlement.

SECTION 17: Representations

Contractor represents and warrants that it has the full right and legal authority to enter into and fully perform its duties under this Contract, in accordance with this Contract's terms, without violating the rights of any third party and that it has all governmental licenses, permits, or other authorizations necessary to perform the duties herein described.

The individuals executing this Contract on behalf of the Tribe represent and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Tribe in accordance with the Tribe's Revised Constitution and By-Laws adopted by the General Council of the Nez Perce Tribe on May 6, 1961 and approved by the Acting Commissioner of Indian Affairs on June 27, 1961.

SECTION 18: Insurance

18.1 Contractor warrants that workers' compensation insurance is purchased for all agents or employees of Contractor engaged in the performance of work under this Contract and shall provide the Tribe with a certificate of insurance to verify the same prior to the execution of this Contract. Any changes in the status of such workers' compensation insurance shall be immediately reported to the Tribe.

18.2 Contractor shall obtain and maintain comprehensive general liability insurance in an aggregate amount equal to or exceeding \$1,000,000, which includes the type of work being performed by Contractor and Contractor's employees and agents under this Contract. This requirement may be satisfied by obtaining appropriate endorsement from an umbrella policy provider for the work being performed by Contractor under this Contract. Contractor shall

provide the Tribe with proof of such coverage prior to the execution of this Contract. Any changes in the status of such comprehensive general liability insurance shall be immediately reported to the Tribe.

SECTION 19: Bonding

Definition. "Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Project Manager as follows:

19.1 Performance bonds. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

19.2 Payment Bonds. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

19.3 Additional bond protection. The Tribe may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

19.4 Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified by the Contracting Officer, but in any event, before starting work.

19.5 Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at <http://www.fms.treas.gov/e570/>

19.6 Notice of subcontractor waiver of protection. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

SECTION 20: Warranties

Contractor shall perform work in a professional, thorough, and skillful manner consistent with its profession's standards in the Pacific Northwest region. Contractor warrants that all of contractor's employees or agents are properly certified to perform the work described herein and that Contractor and its employees or agents shall comply with all applicable laws, licenses, and other requirements without cost to the Tribe. The Tribe shall notify Contractor of any violation of this warranty within one (1) year of completion of work under this Contract. Otherwise, such warranty expires. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the Tribe.

SECTION 21: Inspection

Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Tribe. All work shall be conducted under the general direction of the Project Manager and is subject to Forest Service inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

Tribe inspections and tests are for the sole benefit of the Tribe and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Tribe after acceptance of the completed work under this contract.

The presence or absence of a Tribal or Idaho County inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Project Manager's written authorization.

The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Project Manager. The Tribe may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Tribe shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract. The Tribe has the sole discretion to accept or reject the work performed.

The Contractor shall, without charge, replace or correct work found by the Tribe not to conform to

contract requirements, unless in the public interest the Tribe consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace or correct rejected work, the Tribe may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

If, before acceptance of the entire work, the Tribe decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements by the Project Manager, the Tribe shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

Unless otherwise specified in the contract, the Tribe shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Project Manager determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Tribe's rights under any warranty or guarantee.

SECTION 22: Proprietary Rights and Confidentiality

22.1 All material produced as a result of this Contract is the property of the Tribe for the sole beneficial use of the Tribe and shall not be reproduced without written permission from the Tribe.

22.2 Contractor shall not disclose to any third party, or use for any purposes other than the performance of its duties under this Contract, any document or information designated by the Tribe, orally or in writing, as "confidential" or "proprietary," without express, prior written authorization from the Tribe. The receiving party shall treat the Tribe's confidential or proprietary documents and information as it would treat its own confidential or proprietary documents or information, and, in no event, shall it use less than a reasonable degree of care.

SECTION 23: Entire Agreement/Amendment

This Contract (including the RFP and response) constitutes the entire understanding between the parties with respect to the subject matter here in and shall not be amended except by agreement signed by the parties' authorized representatives. If an amendment results in an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, a mutually satisfactory adjustment shall be made, in writing, in the payment or delivery schedule.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

NEZ PERCE TRIBE:

Shannon F. Wheeler, Chairman **Date**
Nez Perce Tribal Executive Committee

Rachel P. Edwards, Secretary **Date**
Nez Perce Tribal Executive Committee

CONTRACTOR:

Name: _____ **Date** _____

Title: _____

Exhibit 2-3

Drawings, Special Provisions, & Standard Specifications

Attached as Separate Documents:

Exhibit 2. Sally Ann Creek Road AOP Culvert Replacement, Crossing # Drawings

Exhibit 3. Document 00820 Revisions of Standard Specifications & Special Provisions

Estimated Start Date _____

13. Location of Work _____

14. Description of Work _____

15. Forest Service District Office Overseeing Contract _____

16. DO YOU HAVE WORKERS' COMPENSATION INSURANCE? Yes No

17. Workers' Compensation Insurance Company

Name of Carrier _____

Policy # _____ **Effective Date** _____

Name of Agent _____ **Tel. #** _____

Address _____
Street, Box City, State Zip

Extraterritorial Coverage # _____

State _____ **Date Approved** _____ **Expiration Date** _____

18. If Contractor is a sole proprietorship/partnership/limited liability company, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

Yes No

a. If yes, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

19. If Contractor is a corporation, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

Yes No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

20. Do you intend to use any sub-contractors to assist you in the performance of this contract? **Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work on this contract.**

Yes No

If yes, state their names, business names, permanent addresses and telephone numbers.

21. Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that _____ workers are necessary to do

the work in the time prescribed, assuming average production rates and conditions.

22. I certify that the above information is true and correct to the best of my knowledge and belief. Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above information during the time this contract is in effect.

Type or Print Contractor's Name

By: _____
Signature

Date: _____

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of **all** of the partners/members/corporate officers. (Attach additional pages if necessary.)

Partner/Member/Corp.	Off.	Title	% of Ownership	Date _____
Partner/Member/Corp.	Off.	Title	% of Ownership	Date _____
Partner/Member/Corp.	Off.	Title	% of Ownership	Date _____
Partner/Member/Corp.	Off.	Title	% of Ownership	Date _____

CONTRACTOR - DO NOT WRITE BELOW THIS LINE

Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:

Currently carries workers' compensation insurance as required by state law.

Has a current extraterritorial on file from the State of _____ which covers only _____ based employees while working temporarily the State of Idaho. Extraterritorial coverage expires _____.

Is not required to provide workers' compensation insurance because:

Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.

Is a corporation which employs no workers other than individuals who are corporate officers, directors and 10% shareholders and will not employ any other workers under this contract.

Other (Specify):

(By making the above finding, the Commission does not warrant continued compliance.)

Has not obtained the required workers' compensation insurance.

Industrial Commission Compliance Officer

Date _____

Contract/Solicitation # _____

Exhibit 5

Project Site Maps and Existing Condition Photos



Sally Ann Creek AOP Culvert Replacement Crossing #1 and #2 Project Locations

This contract is responsible only for Crossing #1; however, coordination with Crossing #2 to reduce the road closure to a maximum of 4 consecutive weeks may be necessary.



Directions to the Site from Grangeville, ID.



Sally Ann Creek AOP Crossing #1 Inlet



Sally Ann Creek AOP Crossing #1 Outlet



Sally Ann Creek Road at Crossing #1

Exhibit 6

Geotechnical Engineering Evaluation
Attached as Separate Document