|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| OFFER FORM | 1. SOLICITATION NO. Big Elk Creek | 2. TYPE OF SOLICITATION  SEALED BID | 3. DATE ISSUED  3/5/2025 | PAGE 1 OF 14 PAGES |  |

IMPORTANT- The "offer" section on the next page must be fully completed by offeror.

**An offer guarantee (Bid Bond) IS REQUIRED at 20% of the bid price**. Performance and Payment Bonds will be required of the successful offeror. (See section 8)

|  |  |  |  |
| --- | --- | --- | --- |
| 4. MAIL OFFER TO:  Nez Perce Tribe  c/o Jenifer Harris, Project Manager  Department of Fisheries Resources Watershed Division  416 West Main, St 2  Grangeville, ID 83530 | | 5. ELECTRONIC COPIES SUBMITTED TO:  [jeniferh@nezperce.org](mailto:jeniferh@nezperce.org) | |
| 6. FOR INFORMATION CALL: | A. NAME:  Jenifer Harris | | B. TELEPHONE NO. (Include area code):  208-983-1290 |

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):*



**Big Elk Creek Culvert Replacement**

Nez Perce Tribe, DFRM Watershed Division

**FAXED OFFERS WILL NOT BE ACCEPTED.**

**ALL OFFERS MUST BE DELIVERED IN PERSON OR VIA CERTIFIED MAIL BY: March 5 at 4:00 pm**

**Price Range:** The estimate is between $250,000 and $450,000

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 and 1 copy to perform the work required are due at the place specified in Item 4 by

4:00 PM Pacific time March 26, 2025. 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.

Electronic Bids are accepted at the email address in Section 5. 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.

**REQUEST FOR PROPOSALS ("RFP") FOR CONTRACTOR SERVICES FOR THE NEZ PERCE TRIBE FISHERIES WATERSHED DIVISION. 0 SERVICES AND PRICES**

**B-1 SCHEDULE OF ITEMS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***ITEM NO.*** | ***DESCRIPTION*** | ***UNIT*** | ***QUANTITY*** | ***PRICE*** | ***AMOUNT*** |
| 15101 | Mobilization | Lump Sum | ALL |  |  |
| 15221 | Construction Survey and Staking | Lump Sum | ALL |  |  |
| 15601 | Construction Detour (Includes Detour Structure) | Lump Sum | ALL |  |  |
| 15713 | Soil Erosion and Pollution Control | Lump Sum | ALL |  |  |
| 20301 | Removal of Existing Corrugated Metal Culverts | Lump Sum | ALL |  |  |
| 20806 | Structure Excavation & Backfill | Lump Sum | ALL |  |  |
| 25101 | Placed Riprap, Class 4 | Cubic Yard | 133 |  |  |
| 27250 | Geocell Abutment Stabilization, 6 Inch Depth | Square Yard | 115 |  |  |
| 30207 | Aggregate Surface Course, 1"- Minus, Compaction Method 1 | Cubic Yard | 92 |  |  |
| 40301 | Hot Asphalt Concrete Pavement, Grading C, PG 58-28 | Ton | 97 |  |  |
| 553A01 | Precast Concrete Member, Stemwall w/Footings | Lump Sum | ALL |  |  |
| 60304 | Steel Structural Plate Arch, 20'-0" Span, 6'-4" Rise, 0.140" Thickness | Linear Foot | 60 |  |  |
| 62201a | Hydraulic Excavator with Thumb | Hour | 4 |  |  |
| 62201b | Large Dump Truck | Hour | 4 |  |  |
| 62501 | Seeding, Dry Method | Lump Sum | ALL |  |  |
| 62601 | Stream Bank Revegetation | Square Yard | 18 |  |  |
| 64808 | Channel Excavation and Embankment | Linear Foot | 10 |  |  |
| 64809 | Fish Rest Stop Rock | Each | 10 |  |  |
|  | | **TOTAL** |  |  |  |
| **TERO Fee 3.5%** | |  |  |
| **Project Total** |  |  |  |

* 1. **NOTE:** Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price, shall not be in addition to the contract price. Include bond payments under 15101

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.

BASIS OF A WARD- Technical proposals are required to be submitted with your offer. Technical is more important than price. See RFP Section 11 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 Big Elk Creek Culvert project. The objective of the Big Elk Creek Culvert project is to remove the existing, undersized culverts and replace with an open-bottom, arch plate culvert that will pass all fish at all flows, as well as the 100-year flow event.

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 two exiting 7’ span, by 5’rise, by 57’ long culvert and replace with a 20’ long, 6’ -4” rise by 60’ foot long steel plate arch culvert with a natural stream bottom. Work includes, but is not limited to structure excavation, installation of geocell, pre-cast footers and stem walls, a steel plate arch culvert, constructing a natural streambed with onsite material, backfilling the structure and resurfacing the road. A temporary road will be constructed east of the project on private property to provide a bypass road during construction. The temporary road will be removed and the area will be restored to pre-construction conditions.

**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.

**3.2** SUPPLIED MATERIALS: The Tribe 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.

* No material is supplied under this contract.

**3.3** PROJECT LOCATION: The project is approximately .1 miles north on Sweeney Hill Road, then 1.5 miles north on Elk Creek Road from Hwy 14 in Elk City.

**3.4** TECHNICAL SPECIFICATION: Stand-alone technical specifications have been prepared for the Big Elk Creek Culvert. The technical specifications are found in Exbibit 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 Technical Specification 01505, Mobilization and Demobilization, Section General, Note 4, equipment that will be used in 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 according to 29 CFR 1910.120~~)~~. Notify the Forest Service in writing of all hazardous material that may be brought onto the National Forest.

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; and 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.

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 or trail. All road warning signs, lights, temporary signals, flagmen and 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 Elk Creek Road | Detour | 2 |

**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** Elk 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 Forest Service 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 at an agreed upon location near Grangeville, ID. The Contractor shall give the Tribe 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 controll 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 forest shall be accompanied by a certification tag stating that it is weed free. The contractor shall furnish the Tribe with a statement of certification.

**3.10** FIRE CONTROL. The Contractor shall imidately extinguish all fires on or in the vicinity of the project which are cuased by the Contractor’s employees, whether set directly or indireclty as a result of operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transporation resulting from fires set or cuased by the Contractor(‘s) employees.

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

The Contractor shall comply with all Forest Service fire restrictions, including Hoot Owl, without additional compensation.

**3.11** PROTECTION OF EXISTING VEGETATION, STRUCUTRES, EQUIPEMENT, 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.

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.

There are know utilities, both buried power and telephone, and possibly fiberoptics) on site. It is the responsibility of the contract to contact and coordinate with all utility owners to temporarily relocate utilities during construction. The Contractor shall contact the Utilities Underground Locations Center at 1-800-424-5555, prior to starting work.

**3.12** 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, 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.

**4.0 INFORMATION CONCERNING RFP AND PROJECT**

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

Jenifer Harris, Project Manger

DFRM Watershed Division

Nez Perce Tribe

Phone: 208-983-1290

Email: jeniferh@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 6.1.2 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 as described in Section 5.2, if any, must be received by the Tribe no later than 4:00p.m. on the date specified in the table in Section 5.1.

**5.1.2** Protests of the RFP, the Contract or any aspect of the selection process as set forth in Section 5.3 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 5.1.11. Proposals submitted after this time will be rejected.

**5.1.4** The Qualification Based Selection (QBS) process defined in Section 10.6 will be used to select the Contractor, if any.

**5.1.5** A Contractor will be selected, if at all, no later than the date specified in the table in Section 6.1.11. However, Contractors will not be notified until the Nez Perce Tribal Executive Committee approves the decision. This could take up to three 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 30 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 the date specified in Section 6.1.11 to discuss the contract terms and work performance requirements. This discussion will include but not limited to work progress schedule and turbidity/erosion control plans.

**5.2** Table of Timelines

|  |  |
| --- | --- |
| 3/5/25 | Solicitation Begins |
| 3/17/025 | Final Inquiries Due |
| 3/25/2025 | Proposal Due |
| 3/27/2025 | Contract Preliminary Award |
| 5/19/2025 | Notice to Proceed |
| 7/1/2025 | Beginning Work Window |
| 7/15-8/15/2025 | Instream Work Window |
| 10/15/2025 | Contract End |

**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 BID GUARANTEE**

**7.1** 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.

**8.2** The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond 7supported 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 –

**7.2.1** 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.

**7.2.2** The amount of the bid guarantee shall be **20 percent** of the bid price.

**7.2.3** 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.

**7.2.4**  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.

**8. 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. 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 comprised of the Tribe and Forest Service staff. Proposals will be ranked based on the information found in Section 11. Evaluation Criteria. The review team will rank the proposal individually, then come to a consensus on each proposal ranking.

**10. 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.

**10.2**  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. **The contractor shall have at least 3 past performance projects within the size and scope of the Big Elk Creek Culvert project.**

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.

**10.3** 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, 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, and **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.

**10.4** 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.

The Tribe will also assess the strengths and 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 planting and plant care, minimizing erosion and stream turbidity during construction, utilizing fish-friendly products and meeting the performance deadlines.

**10.5** 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.**

**10.6** Tribe retains exclusive discretion and reserves the right to determine:

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

**10.6.2** Whether an Offeror should be allowed to submit supplemental information.

**10.6.3** Whether irregularities or deficiencies in a proposal should be waived.

**10.6.4** 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. SELECTION BY TRIBE**

**11.1** The Tribe staff will evaluate the proposals based on criterial set forth in Section 11. 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 11.

**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 Contract.
2. Drawings**- Titled** “Big Elk Creek Culvert”. The following drawings are a part of this solicitation and any resulting contract.

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| Sheet 1 | COVER |
| Sheet 2 | TYPICAL ROADWAY SECTION AND ESITMATED QUANTITIES |
| Sheet 3 | SITE LAYOUT |
| Sheet 4 | ROAD PLAN AND PROFILE |
| Sheet 5 | STREAM PLAN AND PROFILE |
| Sheet 6 | CULVERT STAKING INFORMATION |
| Sheet 7 | STREAM DIVERSION PLAN |
| Sheet 8 | CULVERT DETAILS |
| Sheet 9 | FOOTING DETAILS |
| Sheet 10 | ROADWAY CROSS SECTION |
| Sheet 11 | ROADWAY CROSS SECTIONS |
| Sheet 12 | PUBLIC DETOUR ROUTE PLAN AND PROFILE |
| Sheet 13 | BIG ELK CREEK LONGITUDINAL PLAN AND PROFILE |
| Sheet 14-17 | HIP CONSERVATION MEASURES |

**3**. Big Ek Creek Supplemental Specifications

4. Idaho Wage Rate Determination

**5.** Big Elk Creek Map

6. Photos

7. Workers Comp. Form