

**Request for Proposal Scope Development Guide
Tenmile Creek Project Area 64
Fish Habitat Restoration**

Asotin County Conservation District
April 26, 2023

REQUEST FOR PROPOSALS (“RFP”) FOR CONTRACTOR SERVICES FOR THE ASOTIN COUNTY CONSERVATION DISTRICT

1. SERVICES

Item	Description
1	Site Review and Investigation
2	Meetings, Coordination, and Project Management
3	Design Engineering
4	Environmental Permitting
5	Prepare Bidding and Contract Documents
6	Quality Assessment and Control Plan

CRITICAL DATES- See Section 7.1.10 for project schedule.

2. PURPOSE OF RFP

The Asotin County Conservation District (ACCD) is requesting a statement of qualifications and proposal from a professional consultant team to conduct a fish habitat restoration design on a 0.55-mile reach of Tenmile Creek in Asotin County, WA (see Figure 1).

The goal of this project will be to provide services including design, specification, environmental permitting, and bid documents to improve fish habitat in Project Area 64 (PA-64).

The Offeror, if any, who is selected through the Qualification Based Selection process (“Contractor”) shall sign a contract with ACCD.

3. BACKGROUND

Project Area 64 (PA-64) is located south of the City of Asotin, WA along Weissenfels Ridge Road. Tenmile Creek is a tributary to the Snake River in the southeast corner of Washington. This project area is in a partly confined valley setting. PA-64 begins at RM 0.55 of the mainstem of Tenmile Creek and ends at RM 1.1. PA-64 was identified as a Tier 2 project in the Asotin County Conceptual Restoration Plan. The conceptual plan for PA 64 includes controlling invasive vegetation encroachment, planting riparian vegetation, promoting overbank flows to access flood channel, and adding large woody debris to increase complexity. Tenmile Creek is listed as an mSA and Priority Restoration Reach that flows directly into the Snake River. The priority species that will benefit from the project, once implemented, is steelhead.

The land is used as a working cattle ranch and served as a winter-feeding area which negatively impacted the in-stream habitat and riparian conditions. In the early 2000s, a riparian buffer has been established for livestock exclusion with a ford crossing to allow access between winter-feeding areas and rangeland. Alternative water developments were

installed, and a large portion of the feeding area was relocated. The project area now has pockets of mature vegetation but also has invasive species encroachment.

4. GOALS AND OBJECTIVES

The goal of this project is to develop a final design report construction ready engineered plans and complete environmental compliance requirements for the upper portion of PA-64 which includes RM 0.55 to RM 1.1. This will address the management objectives that were identified in the Asotin Conceptual Restoration Plan. The project will be designed to provide instream habitat complexity through the placement of structures, to enhance Snake River steelhead for all life stages, control invasive vegetation encroachment, and promote riparian function. This project area is enrolled in the Conservation Reserve Enhancement Program and is in relatively good condition. The project, when implemented, will build on the current conditions to add more habitat features, and enhance riparian conditions.

The objective of this project is to provide a set of construction-ready designs, a full design report, provide project details to assist with securing implementation funding, complete the environmental compliance, secure permits, conduct cultural survey requirements and develop a bid package. An engineer's cost estimate will also be developed to seek and secure funding for the construction phase.

5. SCOPE OF SERVICES

As the project sponsor and fiscal manager, ACCD will supervise and guide the project design engineer. A technical review team will be convened to ensure that stated objectives are realized in the resulting restoration design project. Each review is intended to make sure that the design is progressing towards stated design objectives and this provides ample time and opportunity to direct progress towards final design.

Technical review and design criteria are built into the process at 15%, 30%, 60% and 100% design progress check-ins with the project team. **A range of conceptual alternatives will be presented at 15%.** The restoration team will select an alternative based on criteria including cost/benefit analysis, recommendations from the Engineer & Technical Team, implementation funding potential, and the potential for proper ecological response. If for any reason specific criteria cannot be met, exceptions will be discussed, decided upon, and the process will continue. The project will be designed to increase floodplain connection, promote riparian function, protect existing infrastructure and provide instream habitat complexity through the placement of large wood structures, to enhance habitat for Snake River steelhead.

- 5.1 The following Scope of Services shall be the basis for Qualification response by Offeror under this RFP. At the discretion of the ACCD certain additional services may be assigned to Contractor during the course of the Services. ACCD reserves the right to re-negotiate the terms of the agreement and modify the contract with the selected firm to include construction oversight and as-built reporting but may also choose to utilize the services of a partner agency engineer for those services.

5.1.1 Site Review and Investigation:

Contractor responsibilities will include but not be limited to:

- Kickoff Meeting/Site Visit
- Review existing site conditions and structure locations and site history
- Complete a Topographic Survey
- Determine environmental compliance needs
- ACCD will fund/provide a cultural resources survey
- Landowner/Agency Coordination

5.1.2 Meetings, Coordination, and Project Management:

Contractor shall meet and/or coordinate with ACCD and resource agency contacts as required during the course of the work. Contractor shall be responsible for all project management and coordination necessary to complete the Services and shall assign professional staff time to this aspect of the Services. Services under this Scope item shall include but not be limited to:

- Communications (written, verbal, and email)
- Meeting coordination, notes, action items and follow up actions, and attendance
- Establish selection criteria for design alternatives
- Design alternatives and development progress review meetings
- Contractor staff or sub-Contractor staff assignments and coordination
- Regular invoicing as required by the funding agent

5.1.3 Design Engineering:

Contractor responsibilities will include but not be limited to:

- Hydrology Analysis
- Hydraulic Analysis/HECRAS Modeling/Geotechnical Analysis
- Prepare Preliminary Design Report (15%) with Design Alternatives
- Prepare Draft Design Drawings (30% - 60%)
- Prepare Draft 100% Design Drawings and Technical Specifications
- Prepare Cost Estimates
- Prepare Final Design Report, Drawings and Technical Specifications

5.1.4 Environmental Permitting:

Contractor responsibilities will include but not be limited to:

- Gathering Data
- Analyzing Impacts
- Fill/Removal Quantities
- Prepare All Permit Applications/Distribute to Appropriate Entities
- Execute Appropriate ESA Environmental Compliance
- Agency and Landowner Coordination and Communication for Consultations

5.1.5 Prepare Documents

The Design Report will be utilized to seek funding for project implementation. ACCD will provide the consultant with the details and metrics needed for funding requests. The will Contractor shall provide bidding and contract documents that meet the requirements of the Asotin County Conservation District. Contractor will be advised by ACCD personnel in the drafting of these documents.

5.1.6 Quality Assessment and Quality Control

Contractor shall provide a quality assessment and quality control program for its work and shall adhere to that program through the course of the work. Matters such as survey data acquisition and datum control, internal and external design review protocol, and other related QA/QC shall be included in the program.

6. INFORMATION CONCERNING RFP AND PROJECT

- 6.1 All correspondence pertaining to this RFP, prior to the submittal of proposals, should be directed to:

MEGAN STEWART
DISTRICT COORDINATOR
ASOTIN COUNTY CONSERVATION DISTRICT
RFP@ASOTINCD.ORG

- 6.2 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 ACCD, AND OFFERORS SHALL NOT RELY THEREON.
- 6.3 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 7.1.2 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.

- 6.4 ACCD 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 ACCD.

7. SCHEDULE OF EVENTS

- 7.1 The following schedule of events shall be followed for this RFP unless otherwise modified by ACCD:

- 7.1.1 Inquiries for clarification or additional information as described in Section 6.2, if any, must be received by ACCD no later than the time and date specified in the table in Section 7.1.10.
- 7.1.2 Protests of the RFP, the Contract or any aspect of the selection process as set forth in Section 6.3 must be received by ACCD no later than 2:00 p.m. on the date that is three (3) calendar days before the due date for proposals.
- 7.1.3 A site visit by potential Contractors is scheduled for the date specified in the table in Section 7.1.10. **Attendance is recommended by not required.**

Proposals must be **received** by ACCD **no later than 4:30 p.m.** on the date specified in the table in Section 7.1.10. Postmarks are not sufficient. **Proposals submitted after this time will be rejected.** Proposals must be submitted in a **sealed** envelope marked clearly on the outside “**Project Area 64 Fish Habitat Restoration Design Project**”. Proposals must include one (1) printed copy and one (1) electronic copy on a thumb drive. Proposals will not be opened until after the submittal deadline.

Submittal location:
Asotin County Conservation District
1397 Port Drive
Clarkston, WA 99403

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

- 7.1.5** A Contractor will be selected, if at all, no later than the date specified in the table in Section 7.1.10. However, Contractors will not be notified until the Asotin County Conservation District Board of Supervisors approves the decision. The unsuccessful Offerors will be sent a copy of the selection notice once the final selection has been approved.
- 7.1.6** Any protests of the selection decision must be received no later than 2:00 p.m. on the date that is seven (7) calendar days after the ACCD issues the selection notice.
- 7.1.7** Any hearing on a protest will be held no later than seven (7) calendar days after ACCD receives a protest.
- 7.1.8** The ACCD intends to enter into a Contract with the selected Contractor within 14 calendar days after the final selection, unless ACCD, in its sole discretion, elects to extend the deadline.

Table of Timelines

1	Site Visit	5/9/2023 11:00 AM
2	Inquiries for Clarification Deadline	5/18/2023 4:30 PM
3	Proposals Due	6/1/2023 4:30 PM
4	Start Review Process	6/2/2023
5	Select Contractor (Negotiations to follow)	6/8/2023 6:00 PM
6	Notice to Proceed	7/10/2023
7	Kick off Meeting	To be scheduled with Contractor
8	15 % Design Alternatives	9/29/2023
9	30% Design	1/15/2024
10	60% Design	4/30/2024
11	100 % Design	7/15/2024
12	Permitting Complete	11/1/2024
13	Bid Documents Complete	11/1/2024
14	Contract Complete	1/31/2025

8. NO REIMBURSEMENT FOR PROPOSAL

Offerors responding to this RFP do so solely at their own expense. Under no circumstances whatsoever will ACCD 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.

9. CONTENT OF PROPOSALS

- 9.1 Identify any confidential information that the Offeror contends is exempt from disclosure. ACCD will endeavor in good faith to honor appropriate requests for exemption from disclosure, but ACCD reserves exclusive discretion to determine whether information qualifies for a statutory exemption. ACCD's obligation under this Section 9 shall survive selection of the Contractor.
- 9.2 Identify the Offeror's specialized experience, capabilities, and technical competence.
- 9.3 Describe the Offeror's proposed approach (work plan and methodology) for providing the Services, including a description of tasks that will be performed by each member of the project team. The proposal should address how the Offeror would implement the Services.

- 9.4 Identify the Offeror's resources committed to perform the work and the proportion of the time that the Offeror's staff would spend on the project, including time for specialized services, within the applicable time limits.
- 9.5 Provide the Offeror's record of past performance, quality of work, ability to meet schedules, cost control, and contract administration.
- 9.6 Provide the Offeror's availability to the project locale.
- 9.7 Provide the Offeror's familiarity with the project locale.
- 9.8 Provide the Offeror's proposed project management techniques.
- 9.9 Provide the Offeror's ability to perform the Services promptly and efficiently and identify any constraints that could affect the Offeror's from meeting the proposed schedule listed in the table in Section 6.1.10. The initial schedule expectation is receipt of 15% drawings and final drawings by the dates specified in the table in Section 7.1.10.
- 9.10 If the Offeror believes there are additional services not identified in this RFP that are necessary for successful completion of the Project, include a description of the additional services recommended by the Offeror, describe how the additional services would benefit ACCD, and describe the Offeror's ability to provide the additional services.

10. CONTRACT

- 10.1 The Offeror, if any, selected by ACCD, will be required to provide draft contract language including general conditions and provisions within 5 working days of notification by ACCD. The draft contract must include an itemized budget.
- 10.2 If inclusion of any of ACCD'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.
- 10.3 If ACCD and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to ACCD, ACCD will formally terminate negotiations in writing with the highest ranked Offeror. ACCD 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 ACCD terminates the Contractor contracting process.
- 10.4 ACCD's reserves the right to enter into negotiations with the Contractor to modify the contract to include additional scope of work items including but not limited to construction bid support, construction observation/oversight, and as-built survey report documentation.

11. EVALUATION OF PROPOSALS

- 11.1 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 ACCD, be rejected or given a lower rating in the evaluation process.
- 11.2 ACCD reserves the right to reject any and all proposals or to waive irregularities or deficiencies in a proposal if ACCD determines that such waiver is in the best interests of ACCD.
- 11.3 Proposal selection will be completed through a quality-based selection process (QBS) by a review team. Factors listed in descending order of importance. The following selection criteria will be used to evaluate the content of the written proposals based on a weighted scoring method:
 - 11.3.1 Offeror's proposed approach (work plan and methodology) for providing the Services, including a description of tasks and percentage of the project that will be performed by each member of the project team and how the Offeror would implement the Services. (30 Points)
 - 11.3.2 Offeror's specialized experience, capabilities, and technical competence as it relates to the above Scope of Services. (30 Points)
 - 11.3.3 Offeror's record of past performance, including quality of work, ability to meet schedules, cost control, and contract administration. (20 Points)
 - 11.3.4 Offeror's resources committed to perform the work and the proportion of the time that the Offeror's staff would spend on the project, including time for specialized services, within the applicable time limits. (20 Points)
- 11.4 ACCD retains exclusive discretion and reserves the right to determine:
 - 11.4.1 Whether a proposal is complete and complies with the provisions of this RFP.
 - 11.4.2 Whether an Offeror should be allowed to submit supplemental information.
 - 11.4.3 Whether an Offeror will be interviewed by ACCD. The top three candidates may be interviewed.
 - 11.4.4 Whether irregularities or deficiencies in a proposal should be waived.
 - 11.4.5 Whether to seek clarifications of each proposal or request additional information necessary to permit ACCD to evaluate, rank, and select the most qualified Offeror.

12. SELECTION BY ACCD

- 12.1 The Contract will be offered to the Offeror who, in ACCD's judgment, has submitted a proposal that best meets ACCD's requirements and successfully completes scoping and fee negotiations with ACCD.
- 12.2 If there are disagreements with the outcome or questions about the selection process, Offerors must submit protests in writing to ACCD within seven (7) calendar days after the selection has been made. At the request of the protester a hearing will be conducted before ACCD within seven (7) calendar days after submission of the written protest. ACCD will either uphold or deny the protest, and a written response will be issued for all properly submitted protests. If the protest is denied, ACCD will proceed to award the Contract.
- 12.3 Final award will be subject to execution of the Contract. Negotiation of the Contract will include the scope of services and fees for services. ACCD reserves the right to negotiate a final Contract that is in the best interest of ACCD. If permitted by ACCD, 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 ACCD in its sole discretion.
- 12.4 If ACCD and the Offeror initially selected by ACCD are unable to negotiate a Contract, ACCD reserves the right to select another Offeror and negotiate a Contract with that Offeror in accordance with this Section 12.

13. EXHIBITS

Exhibits to this RFP include:

- 1. Photographs and Locator Map with Directions

EXHIBIT 1

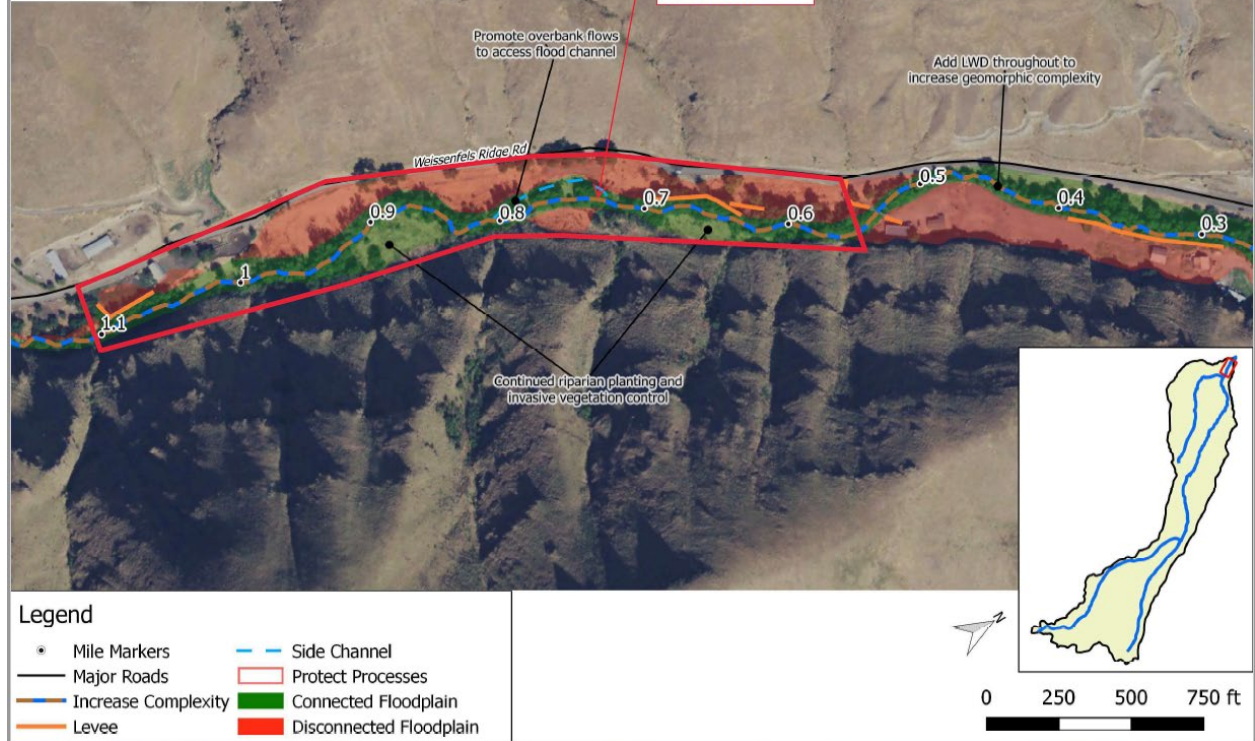
Photos and Maps

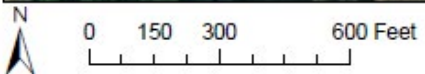






Tenmile Creek
 Reach TM_01
 Project Area 64
 River Mile 0.3-1.1





Project Area 64

3/6/2023

Tenmile Creek



Brad Riehle



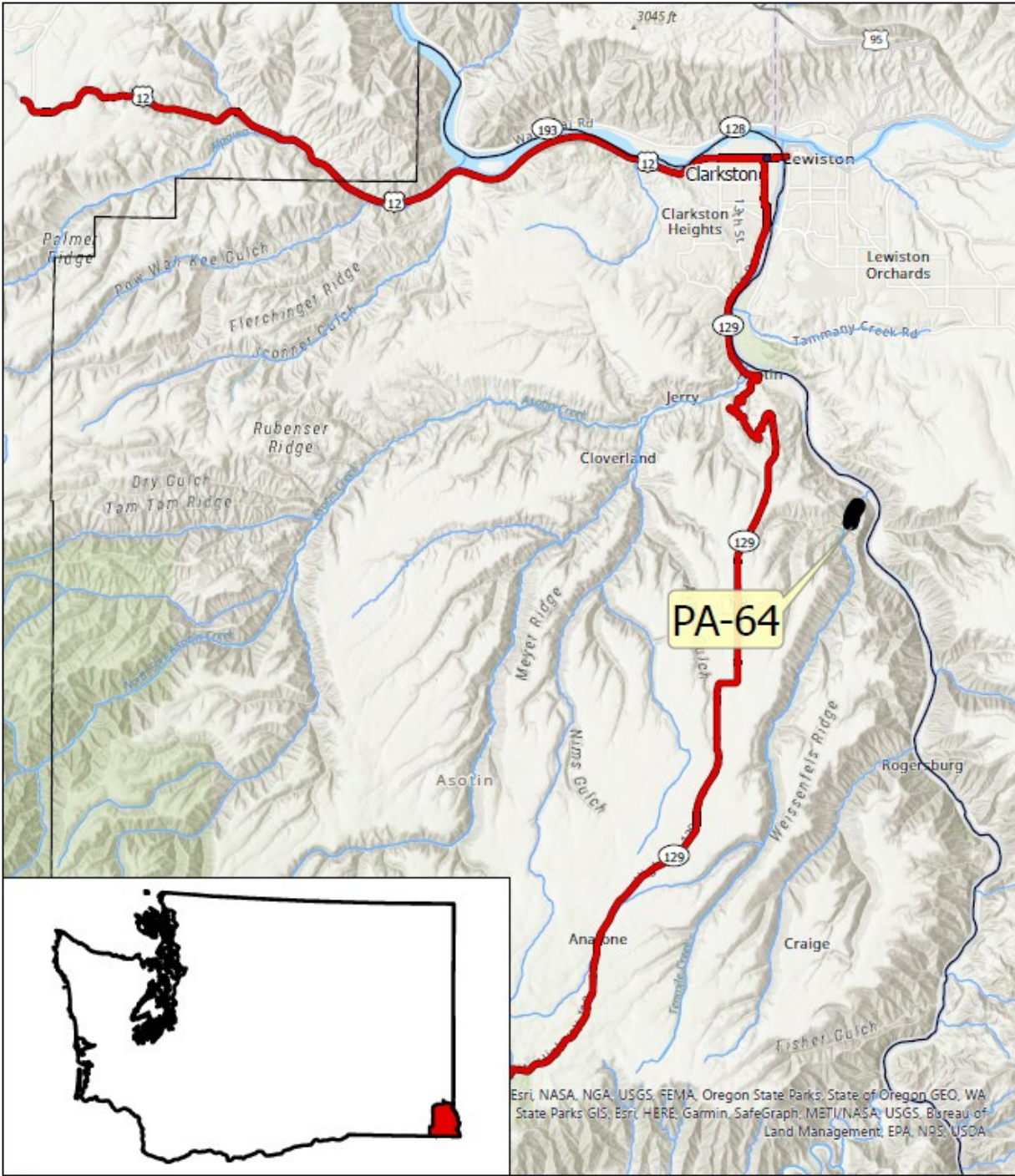
0 100 200 400 Feet

LiDAR

4/26/2023

Tenmile Creek





PA-64 Vicinity

3/6/2023



Tenmile Creek

Brad Riehle