

RFP #: ORCAA_ARP_2023wow
Request for Proposals to Remove Three Derelict Structures and
Gravel 400 ft of Road at the Cheeka Peak Air Monitoring Site near
Neah Bay, WA

Solicited by the Olympic Region Clean Air Agency

Released: February 28, 2023

Submissions Due: March 30, 2023

Submit Proposals to:
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Olympic Region Clean Air Agency
2940 Limited Lane NW, Olympia, WA 98502
www.orcaa.org

Request for Proposals (RFP) to Clean and Clear the Cheeka Peak Air Monitoring Site near Neah Bay, WA

Project Summary: Remove and dispose of three, derelict, insulated cargo containers, off-load and tow a new monitoring trailer to the Cheeka Peak site, grade and gravel 400 ft of road and a 25' X 20' area where two trailers will sit.

I. REQUEST

Olympic Region Clean Air Agency (ORCAA) is requesting proposals from qualified companies, hereafter referred to as Bidder, to assist in clean-up and improvements at the Cheeka Peak Observatory (CPO) air monitoring site near Neah Bay, WA (48.29792, -124.62507). Requested work includes removing three derelict structures between 100 and 200 sf each (Appendix A), dismantling and removing a 30-ft scaffolding tower (Appendix A), and removing an old fallen meteorological tower. Site improvements include gravelling and grating approximately 400-ft of dirt road and clearing and gravelling a 25' X 20'-foot square area where two air monitoring trailers will sit. Lastly, bidder will off-load a 6000-to-7000-pound trailer delivered from Oregon on a flatbed and tow it to the monitoring site. Additional details are listed in section III, Proposed Scope of Work.

The budget for this project is \$26,000. Submittals must be received at the ORCAA office by 4:00 PM PDT, Thursday March 30, 2023. This project is currently scheduled to take place during a one or two-week period in July or August 2023 with exact dates dependent on bidder's availability and weather.

ORCAA promotes equal employment opportunity in the evaluation of any proposal and in the award of any resulting contract. ORCAA's work program complies with applicable federal, state, and local laws, regulations, and procedures. As the work will be conducted on Makah tribal land, ORCAA and the bidder must comply with Tribal Employment Rights Ordinance (TERO), previously called Makah Employment and Contracting Rights Act (MECRA) enacted September 13, 2004 (Appendix B). The name change from MECRA to TERO was enacted November 14, 2022. An additional 1% will be added to all bids per TERO rules regarding contract work conducted on Makah land (Appendix B).

All proposals should contain an itemized list showing the cost associated with structure removals and disposal fees, road improvements, site prep, and additional items detailed in the proposed scope of work. Bidder must agree to pay all employees working on this contract either Washington state prevailing wage (<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-policies>) or federal prevailing wage following the Davis-Bacon Act (<https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>), whichever is higher. All bids must reflect this cost.

The schedule for deliverables supporting the proposed project should reflect the dates listed in Section IV (Project Schedule). Specific details on proposal content format are described in Section VIII (Proposal Requirements).

II. BACKGROUND

The Olympic Region Clean Air Agency operates a federally funded NCore air monitoring network site at the Cheeka Peak Observatory (CPO) on the Olympic Peninsula near Neah Bay, WA. The Makah tribe operates a federally funded Interagency Monitoring for Protected Visual Environments (IMPROVE) network site at the same location. The monitoring shelter for the IMPROVE site has reached end of life, as has the tower holding the NCore weather station and analyzer inlets.

A new shelter will replace the current IMPROVE monitoring shelter. The new structure will house IMPROVE filter collection and pumps and electronic communication for the Pacific Northwest Seismic Network (PNSN), as well as provide additional workspace and storage for the IMPROVE, NCore, and PNSN monitoring networks. It will also provide attachment points for the NCore gas analyzers' inlets where the operator may access them from the roof platform. Before the new shelter can be installed, older derelict structures must be removed from the site and a new flat surface cleared and prepared for the new trailer as well as the NCore trailer, which will remain in service.

III. PROPOSED SCOPE OF WORK

The purpose of this RFP is to contract services to clean-up and make improvements to the CPO air monitoring site on the Makah reservation in Washington State. Exact project dates are subject to bidder's availability and the new trailer delivery date, expected June 30th, 2023. Work may begin as soon as July 1st, 2023, and no later than August 30th, 2023. To minimize data loss, the entire project should be completed in under two weeks. Current site pictures are attached in Appendix A.

The proposed work is as follows:

- Remove and dispose of one 10' X 16' insulated cargo container (S1-Appendix A)
- Move one 8' X 16' trailer (T1-Appendix A) out of the way, possibly to S1's previous location
 - This trailer (T1) will remain in service after project completion
 - Tires will have to be put on T1 so that it may be easily moved around the site
- Dismantle, remove, and dispose of one 30' scaffolding tower and the 10' X 20' steel framed insulated container (S2-Appendix A) supporting the scaffolding tower.
- Remove and dispose of one 10' X 10' shelter (S3-Appendix A)
- Remove and dispose of a 40-foot meteorological tower that fell down a few years ago
- Remove and dispose of metal and wood worktable sitting next to S3
- Gravel and grade approximately 400-ft of dirt road
- Clear, flatten, and gravel a 25' X 20' area for T1 and the new trailer (T2) permanent parking
 - Install anchor points for both trailers
 - Install anchor points for instrument tower guy wires
- Unload an 8'X12' monitoring trailer (T2) from a freight flatbed
 - Weight - 6000-to-7000 pounds
 - Equipped with 4 D-rings on the trailer chassis (2 per side) for lifting
- Tow T2 to the Cheeka Peak air monitoring site and secure T1 and T2 on the newly graveled area

- Trailer hitch: 2 5/16 ball w/adjustable hitch
- Trailer plug: 7-blade configuration

IV. PROJECT SCHEDULE

The following is an outline of the proposed project schedule. The schedule may be modified while refining the contract scope of work after the selection process has been completed.

BID SELECTION SCHEDULE:

All proposals due	March 30, 2023, 4:00 PM PDT
Bidder interviews (if needed)	April 10 - 14, 2023
Company selected and notified	April 17, 2023
Refine scope of work for contract	April 18 – 28th, 2023
Contract finalized and signed	May 5th, 2023
Dates of work	July 1 st – August 30 th (exact dates to be determined), 2023

TASK SCHEDULE & DELIVERABLES:

This is a tentative schedule. The exact schedule will be negotiated with the selected Bidder.

Task 1. Schedule exact project dates and specifics May 30th, 2023

Responsible party: Bidder & ORCAA

Deliverables: Determine and schedule project dates. Some flexibility in the project dates will allow for inclement weather.

Task 2. Contract with an electrician for project support.....June 1st – June 15th, 2023

Responsible party: PNSN & ORCAA

Deliverables: Contract an electrician to provide electrical support in disconnecting power from structures and hardwiring new and existing trailer to power

Tasks 3. Off-load and temporarily store T2 (new trailer)..... July 1st – 5th, 2023

Responsible party: Bidder (ORCAA staff will be on-site to verify & sign for trailer)

Deliverables: Trailer will be delivered to a predetermined location where it will be lifted by crane from the flatbed, tires installed, and trailer stored until the site is ready for installation. Bidder is responsible for supplying the crane and storing the trailer.

Task 4. Site clean-up preparation.....TBD (July 1 – August 30th, 2023)

Responsible party: ORCAA

Deliverables:

1. Remove meteorological sensors, cellular antennas, NOy converter box, and all gas and particle inlet lines from the tower
2. Secure equipment or remove from T1 for transport and temporary relocation

3. Disconnect T1, S2, and S3 from the power source
4. Verify S1 is not electrified and disconnect from power source if needed

Responsible party: Makah

Deliverables:

1. Remove IMPROVE boxes, inlets, pumps, and all electronics from S3 and store them temporarily until new trailer is ready

Responsible party: PNSN

Deliverables:

1. Disconnect and store all exterior equipment until the site is ready for installation
2. Remove and store all the electronics equipment from inside S2 and secure until the new trailer has been installed

Task 5: Site clean-up.....>TBD (July 1 – August 30th, 2023)

Responsible party: Bidder

Deliverables:

1. Remove and dispose of S1.
2. Move T1 out of the way so the other structures may be removed
3. Remove and dispose of the remaining 2 structures, instrument tower, fallen met tower, small wooden structure behind S3, and old metal table adjacent to S3

Task 6. Grade road and trailer site.....TBD (July 1 – August 30th, 2023)

Responsible party: Bidder

Deliverables:

1. Grade and gravel 400-ft of road
2. Grade and gravel a 25' x 20' clearing for the trailers
 - a. Create a 75' trench for electrical conduit between metered power box and trailers

Task 7. Trailer installation.....TBD

Responsible party: ORCAA & PNSN

Deliverables: coordinate with electrician and bidder to install electrical conduit and hardwire the trailers to the power source

Responsible party: Bidder

Deliverables:

1. Install and anchor T1 in place on the prepared graveled clearing
2. Tow T2 to the site and install and anchor next to T1
3. When electrician has finished wiring both trailers to the junction box, cover the conduit trench in gravel

If possible, Tasks 3 – 7 should take less than 2 weeks, to minimize data loss from this site.

V. BUDGET

The budget for this project should not exceed \$26,000. Bidders are advised that upon subsequent review, evaluation and discussion of proposals and approaches to the project, ORCAA may make budget or project task adjustments to optimize achievement of project objectives within currently available resources. The budget must reflect salaries meeting prevailing wage following the Davis-Bacon Act and an additional 1% fee to be paid to the Makah tribe for work done on tribal lands. Respondents may make note of any functionality items identified in this document that exceed the budget and provide a cost estimate.

VI. OLYMPIC REGION CLEAN AIR AGENCY'S RIGHTS

This RFP and/or the selection process does not obligate ORCAA to enter into any contracts. ORCAA reserves the following rights, in addition to those accorded by law:

- The right to negotiate all proposal elements
- The right to reject any and all proposals, waive irregularities and re-solicit proposals
- The right to change the scope of work depending on funding available
- The right to approve any and all subcontractors selected after an award
- The right to renegotiate the agreement for such additional service as may be necessary
- The right to make an award to other than the lowest responsive bidder

VII. PROCUREMENT TERMS AND CONDITIONS

Compliance – The Bidder shall comply with all applicable State, Federal and ORCAA regulations, ordinances, laws, and codes.

Pricing – The bid price **will** remain firm and fixed for 60 days from the due date of this solicitation and may be accepted at any time within this period. Except for sales tax, all pricing, including but not limited to shipping, **MUST** be rolled into the unit price of the items identified herein. No other separate pricing will be allowed or honored. Quote prices must include all cost components needed for the delivery of the goods and/or services as described in this solicitation document. Failure to identify all costs in a manner consistent with the instructions in this solicitation is sufficient grounds for disqualification.

Specifications – All products and services delivered under this contract shall meet bid specifications identified herein. By submission of this proposal, the Bidder certifies that all items and services delivered under this contract will comply with the specifications. Any noted specification exceptions may be considered non-responsive at the sole discretion of ORCAA. Bidder shall submit a specification sheet with the proposal. Failure to complete this step may cause your proposal to be disqualified.

Questions – All questions or concerns with the specifications or line-item exceptions must be communicated in writing by March 15th, 2023. ORCAA will post inquiries and responses on the website by 10:00 AM PDT, March 17th, 2023, accessible to all bidders. Any proposed alternatives to scope of work must meet or exceed minimum mandatory specification requirements. ORCAA will review any exceptions and supporting documentation in determining if the proposed alternative is acceptable. The decision as to whether the proposed alternative will be acceptable will be at the sole discretion of

ORCAA. If the proposed alternative is acceptable, it will be communicated via an amendment to the bid. Otherwise, any bid that does not conform to the minimum mandatory specification will be deemed non-responsive and ineligible for award. Only those Bidders who propose a solution that meets or exceeds the minimum mandatory specifications will receive further consideration

Hold Harmless – The Bidder shall, and hereby expressly agree to hold harmless and indemnify ORCAA and any of its associates against all losses, claims, actions, judgments, and any liability for injuries to persons, including wrongful death, damage to property or both, that occurs during or in consequence of the performance of this contract if such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Bidder, Bidder’s employees, subcontractors or agents.

Access for Individuals with Disabilities – ORCAA is fully compliant with the Americans with Disabilities Act (ADA) and will make reasonable accommodation as required, if such requests are made known at least three weekdays prior to any requested need. Call (360) 539-7610 or email odelle.hadley@orcaa.org.

Responsive Proposals – ORCAA encourages all businesses, including women- and minority-owned businesses, to respond to this RFP. Nothing within this RFP is intended to exclude any reasonable proposal or responsible firm from submitting a proposal, or in any way restrict competition. ORCAA reserves the right to reject any or all proposals for lack of responsiveness or responsibility, and the right to waive any immaterial irregularities.

Proposal Costs – ORCAA shall not be responsible for any costs incurred by the Bidder in preparing, submitting, or presenting their response to the RFP.

Public Documents – Proposals and evaluation materials submitted under this RFP shall be considered public documents and with limited exceptions, proposals recommended for contract award will be available for inspection and copying by the public.

Contract – The contract resulting from acceptance of the Bidder’s proposal shall be issued by ORCAA and reflect the specifications in this RFP. ORCAA reserves the right to reject any proposed amendments or contract language changes which do not conform to the specifications contained in this RFP and/or which is not approved by ORCAA.

1. ORCAA will not accept bids from any individual or company who have been suspended or debarred by either the federal government or Washington State.

Insurance – Insurance shall meet or exceed the following unless otherwise approved by ORCAA as follows:

1. Minimum Insurance
 - a. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - b. Stop Gap/Employer’s Liability coverage with limits not less than \$1,000,000 per accident/disease.
 - c. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
 - d. Bidder’s Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim or as an annual aggregate.

2. Self-Insured Retentions
 - a. Self-insured retentions must be declared to and approved by ORCAA.
3. Other Provisions
 - a. Commercial General Liability policies shall be endorsed to:
 - i. Include the Agency, its officials, employees as additional insureds,
4. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Agency, Bidder or its Insurance Agent/Broker shall notify the Agency of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.
5. Acceptability of Insurers
 - a. Insurance shall be placed with insurers with a rating acceptable to the ORCAA.
6. Verification of Coverage
 - a. Bidder shall furnish the ORCAA with certificates of insurance required by this clause. The certificates are to be received and approved by the ORCAA before work commences.
 - b. ORCAA reserves the right to require complete, certified copies of all required insurance policies at any time.

VIII. PROPOSAL REQUIREMENTS

The Bidder's proposal format should emphasize clarity and brevity in describing an understanding of the project, schedule, budget, and personnel experience.

One printed copy or one electronic copy (PDF) of the Bidder's proposal should be submitted to ORCAA by or before 4:00 PM PDT, Thursday March 30, 2023. Late proposals will not be reviewed and will be considered non-responsive if they arrive past the noted deadline.

Each submission must include the following information:

1. Letter of interest
2. Description of work required to complete the project as described in Section III
3. Statement that work will be completed in the specified timeframe
4. Company background including how long the company has been in business, brief description of the company's size and organization.
5. Description of relevant experience and qualifications for each person involved in the project
6. List of at least three (3) relevant client references including contact name, organization name, phone, and email. These references should be able to verify the recent experience (within previous 5 years) of each person involved in the proposal for this project
7. Additional optional cost estimate(s) of any functionality items identified in this RFP

IX. BIDDER SELECTION

A. SELECTION CRITERIA:

The primary selection criterion will be the ability of the Bidder to understand the issues and accomplish the tasks described Section III (Proposed Scope of Work) and Section IV (Project Schedule) (Appendix C). Other selection criteria include:

1. Quality of proposed approach to project
2. Experience and qualifications of key personnel who would work on the project
3. Portfolio of past work including at least three (3) projects of similar scope
4. Recommendations of references
5. Projected Costs
6. Ability to work within deadlines and to achieve mutually agreed dates for deliverables.

B. INQUIRIES

All Bidder inquiries are due in writing (electronic or hard copy) on March 15, 2023, by 4:00 PM PDT.

Questions may be sent to: odelle.hadley@orca.org.

No inquiries, written or oral, will be accepted after this date. For all potential Bidders to be treated equally, all questions raised regarding the Request for Proposal process and the responses made by ORCAA will be made available to all bidders. Written responses to all questions received before the deadline of March 15, 2023 will be posted online at www.orcaa.org no later than 10 AM PDT, Friday March 17, 2023.

C. SELECTION PROCESS:

The selection process will be conducted as follows:

1. The closing date and hour for receipt of the proposal is **March 30, 2023, 4:00 PM Pacific Daylight Time**. Proposals received after this date and time will not be considered.
2. The proposal review and selection process may require personal interviews with one or more bidders.
3. Selection of the Bidder shall be based on ORCAA's evaluation of the best proposal and best-qualified proposal using the criteria and information outlined in Section VIII. Such determination shall be made at the sole discretion of ORCAA.
4. Contract negotiations will be initiated immediately upon selection of the Bidder. If ORCAA is unable to negotiate a satisfactory contract, negotiations will be terminated, and the Bidder will be notified by mail.
5. This selection process does not obligate ORCAA to enter into a contract with any of the responding Bidders.

X. SUBMITTAL

One printed copy or one electronic copy (PDF) of the Bidder's proposal must be received by 4:00 PM PDT, Thursday March 30, 2023. Proposals should be directed to:

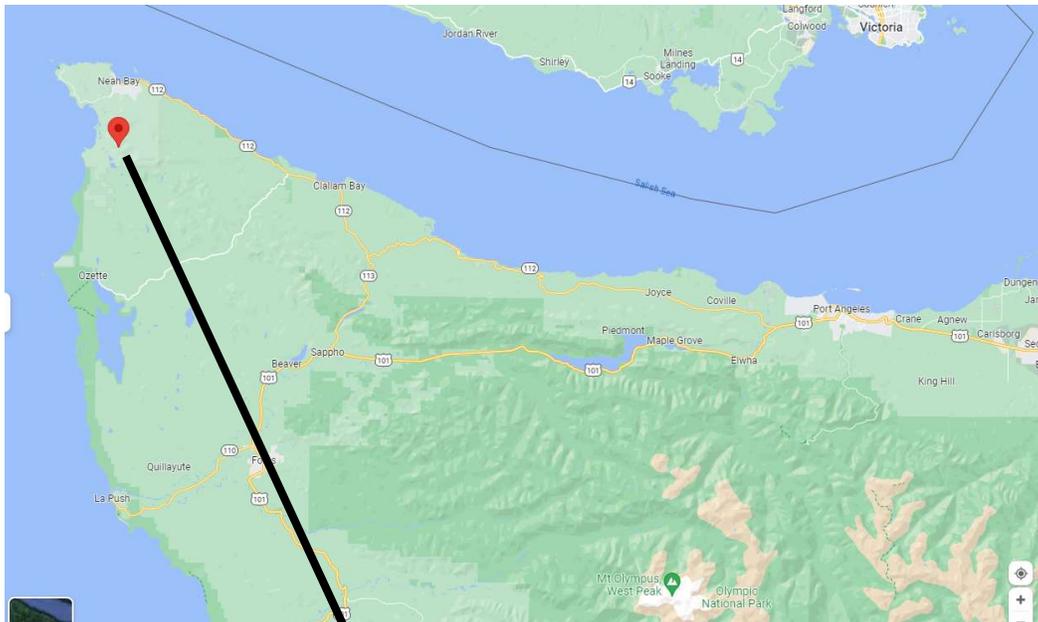
Odelle Hadley, Senior Air Monitoring Specialist
odelle.hadley@orca.org

Olympic Region Clean Air Agency
2940 Limited Lane NW
Olympia, WA 98502

**For hand delivered proposals, please schedule a delivery date with Odelle Hadley, 360-0539-7610, x 105 (office); 360-791-8543 (mobile); or odelle.hadley@orca.org time as our office may not be open to the public during certain hours.*

Appendix A

Cheeka Peak Atmospheric Observatory, Neah Bay Washington (48.297872148717424, -124.62505029730586)



Structure 1 (S1), structure 2 (S2) and tower, and structure 3 (S3) need to be removed from the site (see below).

Trailer 1 (T1) will remain in service.

Structure 1 (S1) – to be removed



Structure 2 (S2) and tower - to be removed



Structure 3 (S3) and table - to be removed



Trailer 1 (T1) - Stays on site and in service after project completion. Will need to be moved during site clean-up



Appendix B

Basic Facts about Makah TERO (Tribal Employment Rights Ordinance)

What is Makah TERO?

TERO stands for Tribal Employment Rights Ordinance. TERO Ordinances require that all employers who are engaged in work on the reservation give preference to qualified Indians in all aspects of employment, contracting and other business activities. The TERO Office was established and empowered to monitor and enforce the requirements of the Makah Tribal Employment Rights Ordinance.

What is the purpose of the Makah TERO Program?

The primary purpose of the Makah TERO Program is to enforce tribally enacted Indian Preference law to ensure that Indian/Alaska Native people gain their rightful share to employment, training, contracting, subcontracting, and business opportunities on or near the reservation. The TERO Office was established and empowered to monitor and enforce the requirements of the tribal employment rights ordinance. The Makah Tribal Council Ordinance No. 32-B is known as the “Makah Employment and Contracting Rights Act of 2004”. Resolution No. 116-22 Date Enacted: 11/14/2022 Amended Title to Makah Tribal Employment Rights Ordinance.

1. To address the deplorable rate of poverty, unemployment and underemployment that exists among Native people living on the reservation.
2. To eliminate discriminatory and other historical barriers tribal members face while seeking employment and business opportunities on or near the reservation.
3. To ensure that tribal members receive their rightful entitlement as intended and required under the Tribal and federal Indian preference employment law.

What is the legal basis for TERO?

A Tribe’s authority to enact and enforce an Indian/Native employment reference law is grounded in its inherent sovereign status. This legal doctrine is the most basic principle of Indian law and is supported by a host of Supreme Court decision. Inherent sovereign powers derive from the principle that certain powers do not necessarily come from delegated powers granted by express acts of Congress but are inherent powers of a limited sovereign that has been taken away. Tribes have basic relationship with the federal government as sovereign powers. This is recognized in both treaties and federal statutes. The sovereignty of tribes has been limited from time to time by treaties and federal legislation; however, what has not been expressly limited remains within tribal sovereignty.

What does the TERO Ordinance do?

1. SETS CONDITIONS: Mandates the tribal requirements for Indian preference that is all covered employers must comply with in order to be eligible to perform work on the reservation.
2. ESTABLISHES AUTHORITY: Empowers the TERO Staff with sufficient authority to fully enforce all provisions of the TERO Ordinance.

3. DELINEATES PENALTIES FOR VIOLATIONS: Clearly spells out penalties employers may face for violations of tribal law.

Preference in Employment and Contracting

What is Indian preference?

Indian preference is a unique legal right that tribal members have that entitles them to first consideration to all employment, training, contracting and subcontracting and business opportunities that exist on the reservation.

What is the extent of TERO jurisdiction?

TERO has jurisdiction over all employers operating within the exterior boundaries of the reservation as legally defined by treaty or legislation.

What is the enforcement approach to TERO?

Most of today's TERO programs utilize a pro-active approach to enforcement. TERO staff attempt to use education and synergistic partnering principles in order to prevent violations of tribal laws and generally try to create mutually beneficial relations with reservation employers.

What are the basic TERO requirements?

Below are several specific examples employers are required to comply with:

Submit an acceptable Compliance Plan detailing the steps they will take to ensure compliance with the TERO requirements. TERO Compliance Plans are closely fashioned after those used by OFCCCP for affirmative action compliance.

Utilize the TERO skills bank for all referrals and consider Indian/Native applicants before interviewing or hiring non-Indian/Natives.

Agree to hire no less than a specific number of Indians/Natives applicants in each job classification and cooperate (where feasible) with tribal training programs to hire a certain number of trainees.

Eliminate all extraneous job qualification criteria or personnel requirements which may act as barriers to Indian/Native employment. EEOC Guidelines on legal BFOQs are used by TEROs.

Agree to acknowledge and respect tribal religious beliefs and cultural differences and to cooperate with TERO to provide reasonable accommodations.

All contractors claiming preference must file for certification as Indian Owned Business.

What are the sanctions for violation of MECRO/TERO?

Violation of TERO requirements may result in severe sanctions. It is determined that employers have willfully violated TERO requirements, tribes have the power to:

- Deny such party the right to commence business on the reservation.

- Impose a civil fine.
- Terminate or suspend such party's operations and deny them from doing further business within the reservation or village.
- Order the removal of unlawfully hired non-Natives and take action to ensure future compliance. It can also order the back payment of lost wages to aggrieved Natives.
- Terminate or suspend such party's operation and deny them from doing further business on the reservation.

Can TERO requirements be waived?

Yes, but it is not recommended. Some ordinances contain a provision for waivers to be granted by the Tribal Council in certain critical situations.

Waiver of preference requirements or fees can seriously affect the integrity of the TERO Ordinance and the tribal government itself.

TERO FEES

Section 5.1 Fee

For Contracts of \$100,000 or more shall pay a one-time fee of two percent (2%) of the total amount of the contract, plus a fee of 2% of any increase in the contract amount.

For Contracts under \$100,000.00 the fee assessed will be (1%) of the total contract plus a fee of 1% of any increase in the contract amount. Contracts under \$10,000.00 the fee assessed will be \$50.00 with the exception of Enrolled Makah Tribal Members. Contracts under \$500.00 the fee assessed will be \$5.00 with the exception of Enrolled Makah Tribal Members.

The Contractor prior to commencing work on the Reservation shall pay the fee provided for in the Makah Tribal Employment Rights Ordinance. However, where good cause is shown, the Director may authorize Contractor to pay the fee in installments over the course of contract.

Are TERO fees/taxes legal?

Yes. Tribal authority to tax is equal to that of any other government. Taxation is a basic right of a sovereign government. The fees/taxes are a valuable source for financing the operation of the Makah Tribal Employment Rights Office and to contribute to community education, trainings, and employment related expenses.

