



81 Central Ave
Ashland, OR 97520
541-708-0934
www.thefreshwatertrust.org

April 15, 2021

To Whom It May Concern,

The Freshwater Trust will be conducting a pre-bid field tour on April 28, 2021 for riparian restoration work on Ashland Creek RM 0.2. We will be meeting at the project site located in Ashland, Oregon at 10 a.m. The location address will be provided at the time of RSVP. It is anticipated the tour will take approximately 1.5 hours to view the project and answer any questions. Come prepared to be outdoors and walking on uneven, muddy terrain. Please note that attending the bid tour is not a requirement for submitting a bid, but it is highly recommended.

Enclosed you will find the RFP with project map and scope of work for your review prior to the tour.

Please RSVP to eugene@thefreshwatertrust.org by Monday, April 26.

Please let me know if you have any questions or need additional information.

Sincerely,

Eugene Wier
Restoration Project Manager
541-227-9858
eugene@thefreshwatertrust.org



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Request for Proposal (RFP) RIPARIAN REVEGETATION

Project Name: **Ashland Creek RM 0.2**

Project Site Location: **Ashland Creek RM 0.2 in Ashland, Oregon**

RFP ISSUE DATE: 4/15/2021

PRE-BID TOUR DATE: 4/28/2021 at 10:00 am

RFP RESPONSE DEADLINE: 5/21/2021

EMAIL OR SUBMIT PROPOSAL TO:

The Freshwater Trust
Attn: Eugene Wier
81 Central Ave
Ashland, OR 97520
Telephone: 541-227-9858
Email: eugene@thefreshwatertrust.org

PURPOSE OF REQUEST FOR PROPOSAL

The Freshwater Trust invites qualified parties to submit a proposal for the riparian revegetation restoration project tasks described herein. The project is located within the Rogue River basin at the site location above. You are invited to submit a firm, all-inclusive bid, no later than the deadline specified above, for the services defined herein. All requests for information or questions regarding the proposal should be submitted to the contact person listed above.

To assure all bidders are familiar with the project site, a pre-bid tour will be held on the date specified above, but is **not required** for bids to be considered although it is highly recommended to attend. The tour is open to all qualified and interested parties.

INTRODUCTION

The Freshwater Trust is a 501(c)(3) not-for-profit that restores rivers and streams throughout Oregon. We use cooperative solutions that benefit rivers, working lands and local communities. As a leader in freshwater conservation, The Freshwater Trust is focused on: 1) delivering high-quality habitat and stream restoration projects; 2) developing science, methods and tools for collaborative, replicable watershed-scale conservation that can be implemented at far greater pace and scale than current practice; and 3) advancing market-based approaches to conservation that provide significant new revenue for stream restoration. The Freshwater Trust currently works in four program areas: habitat restoration, flow restoration, water quality trading, and science and technology. Further information about these programs can be found at www.thefreshwatertrust.org.

SCOPE OF WORK

1. OBJECTIVES

The City of Ashland (City) has engaged The Freshwater Trust to conduct a phased scope of work to develop and implement a water quality trading (WQT) program for temperature compliance with the Clean Water Act. Riparian revegetation projects will generate credits to satisfy the City's regulatory compliance obligations. Project activities under this program include invasive species management, planting and establishment of native riparian vegetation, and livestock management techniques when applicable. Because these projects are generating a compliance credit, projects must meet a performance standard for the vegetation conditions on the site and have a 20-year project life. Restoration project designs will be developed in cooperation with landowner/manager input and within project areas covered under a 20-year site lease.

The management goal or preferred future condition for this project is to restore functioning riparian forest by preparing the site, planting and establishing a stream shade-producing native plant community, and suppressing non-native vegetation/noxious weeds present on the site in accordance with the project's performance standards. The purpose of this RFP is to complete riparian restoration tasks associated with site preparation, implementation and on-going stewardship for the project site.

2. PROJECT SITE BACKGROUND

The Ashland Creek RM 0.2 project is in Ashland, Oregon, on lands owned and managed by Ashland Parks. This project will improve riparian conditions in what is known as Ashland Ponds Park, a natural space with some trails and an off-channel pond that is on the opposite side of the stream from the Bear Creek Greenway. The project will focus on treating weeds and restoring native plant communities along Ashland Creek between the Treatment Plant access road bridge crossing and the stream's confluence with Bear Creek. The proposed project area includes both burned and unburned riparian vegetation and will include treatment of weeds in adjacent lands to the south to prevent weeds from reinvading the project site. The project will also add trees/shrubs along the creek side of the wastewater treatment plant for both shade and privacy screening. There is a stream gage and a diversion structure for Ashland Pond within the project area and special care and coordination will be done to install a riparian project that is compatible with these existing features.

The focus of the project will be reestablishment of a shade-producing native riparian plant community within 50 feet of Ashland Creek. There is roughly 1,500 feet of creek channel between the treatment plant and the confluence with Bear Creek. In addition to increased stream shade the project will aim to enhance instream habitat by replacing and restocking the riparian corridor with forage plants that will encourage beavers to utilize the reach. The benefits of beaver activity for fish and water quality are well documented and resident beavers have been observed in this reach for several years leading up to the Almeda fire. Availability of native forage plants such as willow and cottonwood have been historically limited in this reach by the thick invasive blackberry thatch covering much of the riparian area. Post-fire we now have an opportunity to enhance the property's value for wildlife by expanding the area available for foraging and the diversity and abundance of forage plants.

The project will treat and replant Ashland Creek's South bank on an area of approximately 3.25 acres. An additional 2.25 acres will receive 3 years of invasive species control work to ensure that weeds do not

reinvade the project site.

3. SCOPE OF WORK

To achieve the preferred future condition, tasks under this RFP will include:

Task No.	Timeline	Description
Task 1: Site Preparation	June 1, 2021 to November 30, 2021	<ul style="list-style-type: none"> 1.1) Mechanically and manually remove target invasive species within the project area (5.5 acres). 1.2) Install erosion control BMPs as needed to manage any areas of soil disturbance caused by site preparations. 1.3) Cage 50 existing or regenerating trees with welded wire cages. 4' tall x 2-3' wide with at least 1 T post. Cages should be constructed to allow for growth and long-term durability. 1.4) Treat regrowth of target invasive species with TFT approved herbicide as needed on up to 5.5 acres. Herbicide will be spot applied using backpack sprayers (no broadcast spraying). 1.5) Mechanically and manually remove treated weeds and prepare the site for planting and irrigation installation. 1.6) Collect and haul off any non-degradable materials discovered during site clearing (trash, tires, metal scraps, plant containers, irrigation materials, etc.) so that the project area is clean during project development phase.
Task 2: Plant Installation and Protection	December 1, 2021 to March 31, 2022	<ul style="list-style-type: none"> 2.1) Plant 5,000 native plugs on roughly 3.25 acres. Plants will be provided by TFT. 2.2) Provide and install 1,500 willow cuttings (at least two species, ideally three). 2.3) Apply mycorrhizal inoculant and fertilizer to plantings. 2.4) Mulch plantings with plastic squares or rows. 2.5) Apply tree protection tubes to 2,500 tree plantings across the project area. 2.6) Seed project area with desirable cover crop species after planting and mulching activities are complete.
Task 3: Irrigation for Plant Establishment	December 1, 2021 to March 31, 2022	<ul style="list-style-type: none"> 3.1) We anticipate connecting this project to pressurized municipal water and a point of connection has been located approximately 150' upstream of the project. Contractor will be responsible for making the connection and installing a meter and any timers or controls needed to operate the irrigation system. 3.2) Design a drip irrigation system to deliver water to 5,000 plantings (willow not included).

Task No.	Timeline	Description
		3.3) Construct a drip irrigation system to deliver water to 5,000 plantings.
Task 4: Maintenance and Stewardship	April 1, 2022 to December 31, 2024	<p>4.1) Maintain and operate irrigation system to deliver consistent water for plant establishment project wide.</p> <p>4.2) Treat, mow, or pull invasive weeds to reduce competition and prevent target invasive species establishment on site (5.5 acres).</p> <p>4.3) Fertilize, maintain browse controls and replace failed plantings as needed to insure 80% survival or greater (3.25 acres).</p> <p>4.4) Keep site clean and remove any non-degradable materials not being used for plant establishment.</p> <p>4.5) Maintain stewardship records and report stewardship actions to TFT.</p>
Task 5: Decommissioning of Installed Materials	October 2024 to December 2024	<p>5.1) Labor, mobilization, materials and equipment to remove and either dispose or collect and re-use (if in working condition) all plant establishment infrastructure (e.g., plastic mulch, irrigation equipment, plant flags, and Vexar tubes).</p> <p>5.2) Seed disturbed areas with native ground covers after establishment and irrigation materials removal is complete. Seed will be provided by TFT.</p>
Task 6: Recordkeeping	June 1, 2021 to December 31, 2024	6.1) Maintain records using TFT maintenance application for contract period. The contractor will track all project actions using a mobile-friendly format provided by TFT. Documentation will include personnel hours, type and quantity of materials used (e.g., herbicide, fertilizer and mulch), invasive species targeted, irrigation water use and frequency, and plant establishment observations. Maintenance actions will be logged by date and site. The contractor will exercise diligence, attention to detail, accuracy, and completeness in the reporting of all actions.

Adaptive project design and management will likely be necessary on revegetation projects because of variability in soil, terrain, weather, and stream flow conditions. The selected contractor will collaboratively work with The Freshwater Trust's project manager to adjust and innovate strategies so we can implement a successful project together.

CONTRACT PROVISIONS

1. CONTRACT REQUIREMENTS

This project is funded in whole or in part by a Clean Water State Revolving Loan Fund, and The Freshwater Trust-contractor agreement will be subject to the following contract terms and certifications:

- A. Prevailing Wage Requirements: All laborers and mechanics employed on projects over \$50,000 must be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor, or the Commissioner of the Oregon Bureau of Labor and Industries, whichever is higher, per ORS 279C.838; OAR 839-025-0035(2).
- B. Minimum Licensing: Contractors must have a Landscape Contractor, Farm and Forest Labor Contractor License (F/FLC License) and/or Temporary Permit (F/FLC Permit) from the State of Oregon prior to signing the contract. Contractors or their subcontractors must be licensed to apply herbicide.
- C. Fair Share Objectives: Contractors must have been made a good-faith effort to ensure that all Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE)/Women Business Enterprise (WBE), and Emerging Small Business are able to compete for subcontracts to the fullest extent practicable. Steps include:
 - a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they're potential sources.
 - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for subcontracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - c. Consider in the subcontracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - d. Encourage contracting with a consortium of DBEs when a subcontract is too large for one of these firms to handle individually.
 - e. Use the services and assistance of the federal Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the state Office of Minority, Women and Emerging Small Business.

The target DBE participation percentages for this project are:

Supplies: 0.43% MBE 1.28% WBE

Services: 2.58% MBE 4.45% WBE

Equipment: 1.08% MBE 2.69% WBE

- D. Nondiscrimination: The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- E. Lobbying Activities: The contractor must certify, to the best of their knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- F. Non-segregation of Facilities: The federally-assisted construction contractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where they have obtained identical certifications from proposed contractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that they will retain a copy of such certification.
- G. Eligibility: The contractor certifies that to the best of their knowledge, they are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State or local agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal, State or local criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; (D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal, State or local taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; (E) Have not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local agency; and (F) Do not have an Active Exclusion on the System for Award Management (SAM) which is available at <https://sam.gov/>.

PROPOSAL TERMS AND CONDITIONS

1. CONTRACTOR MINIMUM REQUIREMENTS

The Freshwater Trust will evaluate the proposals and award an individual contract(s) to complete restoration services. These awards will be made by The Freshwater Trust and will be based on company qualifications, project team, capacity, technical approach, and cost.

2. ANTICIPATED PROPOSAL SCHEDULE

Date	Selection Process
4/15/21	Request for proposal distributed
4/28/21	Pre-bid site tour
5/21/21	Contractor bids due
5/31/21	Contractor selection
6/1/21 – 11/30/21	Site preparation (mechanical)
12/1/21 – 3/31/22	Planting/ irrigation install and operation
4/1/22 – 12/31/24	Plant establishment/ site maintenance

All terms and conditions outlined in this RFP, including the specifications and the bidder's completed proposal, will become, at The Freshwater Trust's sole discretion, part of the final contract between The Freshwater Trust and the selected Contractor.

3. CONFIDENTIALITY PROVISION

The terms of this RFP, and all other information provided by The Freshwater Trust in connection with this RFP, are confidential and proprietary to The Freshwater Trust. Such materials are to be used solely for the purpose of responding to this request. By submitting a proposal, bidder agrees not to disclose any such information to any third party without the prior written consent of The Freshwater Trust (which consent shall be conditional upon the written agreement of the intended recipient to treat the same as confidential). The Freshwater Trust may request at any time that any or all The Freshwater Trust material be returned or destroyed.

4. CONTRACT EVALUATION AND AWARD

The Freshwater Trust reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP
- Award all or partial services to one bidder
- The Freshwater Trust is not obligated to accept the lowest price

This RFP gives rise to no contractual obligations, implied or otherwise, on the part of The Freshwater Trust. The Freshwater Trust retains the right to select, request further information from, and negotiate with those bidders it deems qualified for competitive negotiations. The Freshwater Trust reserves the right to reject any or all bids, to waive technicalities or irregularities, and to accept any bid it determines to be in the organization’s best interest. The Freshwater Trust also reserves the right to terminate negotiations with any party at any time without incurring liability. The acceptance of any bid submission shall not in any way cause The Freshwater Trust to incur any liability or obligation to bidder, financial or otherwise.

The Freshwater Trust has no obligation to reveal the basis for contract award or to provide any information to bidders relative to the evaluation or decision-making process. All participating bidders will be notified promptly of bid acceptance or rejection.

5. CONTRACTOR SELECTION AND NONDISCRIMINATION PROVISION

The Freshwater Trust is committed to providing equal employment opportunity for all persons regardless of race, color, age, religion, national origin, political affiliation, sexual orientation, gender identity, marital or family status, sex, disability, genetic information or legal source of income or any other characteristic protected by applicable local, state, or federal law. The Freshwater Trust complies with federal, state and local equal employment opportunity laws and makes a good faith effort to employ qualified minority- and women-owned businesses on its projects fully practicable. Please indicate in your RFP response if your business is certified by Oregon’s Office of Minority Women and Emerging Small Businesses.

The Freshwater Trust staff will evaluate the proposals with the criteria identified below (with a total possible 100 points).

Submittal of the following Proposal Requirements are required for consideration:

- Project Bid Sheet
- Request for Contractor Qualifications (if new to contracting with TFT)
- Certification and Signing of Proposal

CRITERIA		Points
1	Team Qualification: Demonstration of ability to complete similar projects on time and on budget while producing high quality work.	25
2	Personnel: Experience of key personnel and capacity of staff to implement a high quality project.	25
3	Project Technical Approach: Demonstration of requirements to successfully implement the project on time and understanding of objectives to achieve	25
4	Project cost: Overall and component costs and rates.	25

PROPOSAL SUBMISSION INSTRUCTIONS

1. Proposals should address the **PROPOSAL REQUIREMENTS** outlined herein.
2. Documents should be submitted **on or before the RFP response deadline** to:

The Freshwater Trust
Attn: Eugene Wier
81 Central Ave
Ashland, OR 97520
Telephone: 541-227-9858
Email: eugene@thefreshwatertrust.org

CERTIFICATION AND SIGNING OF PROPOSAL:

The undersigned certifies that s/he has examined and is familiar with this RFP package and the attachments listed herein; that s/he has checked all figures shown and understands that The Freshwater Trust will not be responsible for any errors, or omissions on the bidder's part in preparing this Proposal.

If the bidder takes exception to any part of this RFP, the bidder shall itemize those exceptions and submit them with this Proposal with the heading: **"EXCEPTION(S) TO RFP PACKAGE"**.

The undersigned acknowledges conditions of this Proposal:

Dated this _____ day of _____

Signature _____

in the capacity of _____

(Company Title)

Printed Name:

Ashland Creek RM 0.2 Proposed Project Area

