

BAY MILLS INDIAN COMMUNITY
"GNOOZHEKAANING" PLACE OF THE PIKE



WEBSITE: BAYMILLS.ORG

BAY MILLS TRIBAL ADMINISTRATION
12140 West Lakeshore Drive
Brimley, Michigan 49715

PHONE: (906) 248-1800
FAX: (906) 248-3283

REQUEST FOR QUOTES

Request for Quotes for Clean-Up and Rehabilitation Activities February 2023

The Bay Mills Indian Community (BMIC) is requesting quotes from qualified firms to perform clean up and rehabilitation activities on "Gumshoes Hillside."

Background:

Bay Mills Indian Community is utilizing Indian Health Service funding in the amount of \$67,000 for the clean-up of a historic dump area, as well as rehabilitation of the site with native species seeding and plantings. The debris is mostly from historic household dumping and contains plastic bags with garbage, rusted metal, glass and plastic items. No hazardous waste has been observed at the site. The site is approximately one half mile long with scattered dump sites covering approximately 5 acres. The site is only accessible to hand labor due to the slope, tree cover, and biologically sensitive nature of site. The site extends along a steep forested bank with wetlands present at the base of the bank in most areas. Hand tools and hand digging will be required to remove debris from the hillside. Debris will be hauled out using non-motorized methods in most areas. In some locations where debris extends into the hillside, topsoil and mulch will be used to cap those areas and leave materials in place. The BMIC Project manager will determine which sites will be capped and mulched. To assist in facilitating debris removal, a foot trail will be brush cleared as marked by the BMIC Project Manager. Areas of the hillside will be stabilized to minimize erosion in disturbed areas at the direction of the BMIC Project Manager. This will include capping excavated sites with weed-free topsoil, mulching, and planting or seeding with native climate-adaptive species. The firm will provide additional topsoil, plantings, seed, and mulch as needed. The firm will provide its own tools and equipment. Throughout the project the firm will work closely with the BMIC Project Manager to determine extent of debris removal, identify locations where capping and mulching is required, and determine suitable plantings.

Scope of Work:

The successful bidder will perform the tasks listed below and will work closely with the BMIC Project Manager to accomplish these goals within the proposed timeframe:

- 1) Perform clean-up activities on dispersed dump sites throughout the 5 acre Gumshoes Hillside area.
- 2) Work with BMIC Project Manager to determine clean up locations and extent of cleanup for sites throughout project period.
- 3) Brush clear approximately 3000 feet of foot trail in the work area. Trail should be a low impact foot trail wide enough for walking and equipment such as a wheelbarrow to navigate. Brush may stay in vicinity of site and does not need to be removed off-site.
- 4) Properly dispose of removed waste, including sorting metals for recycling.
- 5) Provide dumpsters and collection containers for debris and scrap metal materials.
- 6) Provide weed-free topsoil. Topsoil will be delivered to site via wheelbarrow or by other non-motorized mechanisms.

- 7) Provide mulch blankets or mats. Mulch shall be straw coconut blanket and/or equal.
- 8) Provide a proposed plant schedule. Species of preference include faster growing, shade tolerant species with a large root system. Specify Latin and common names, quantity, and whether plug, bare root or seed. BMIC Biological Services Department has attached an example species list.
- 9) Provide and maintain survival of native and climate adaptive vegetative species until the end of the project. Plugs or bare root plants and seed shall be utilized to revegetate the site. One ounce of seed should cover approximately 150 square feet of area. Plugs or bare root plants should be planted approximately 3" apart.
- 10) Establish vegetation in areas where the hillside has been disturbed by clean-up activities and where topsoil has been used to cap debris remaining in place.
- 11) Document clean up and rehabilitation with photographs and weekly logs of work performed, weight and volume of debris removed or recycled and GPS locations of plantings.
- 12) Perform work within the hours of 7am and 5 pm Monday through Friday.
- 13) Attendance at a brief training to identify and report cultural artifacts and human remains will be required for all staff working onsite at this project. This training will be provided by the BMIC Tribal Historic Preservation Office.
- 14) As part of demobilization, the worksite and staging areas will be left clean with no remaining materials such as unused topsoil or mulch, dumpsters, etc. remaining.

Project will be completed by September 30, 2023.

***Quotes for this project must be submitted to Bay Mills Tribal Administration by
Friday March 17, 2023, 4:00pm EST.***

Email quotes in PDF format to Jennifer Parks at jparks@baymills.org. Quotes received after the deadline will not be accepted. A site visit prior to submitting a quote is recommended but not mandatory. Contact Jennifer Parks via email jparks@baymills.org or at (906) 248-8655 with any questions you may have regarding this Request for Quotes or any of the requirements outlined in the scope of work.

Quote Requirements:

- 1) Cover Letter
- 2) Qualifications: Provide explanation of experience with debris removal or other clean-up activities and vegetative rehabilitation of sites or bank stabilization.
- 3) Methodology: Provide explanation of the methods you will use for each task.
- 4) Schedule: Provide an estimated project schedule.
- 5) Cost quote: Provide proposed cost to complete project as well as proposed timeline for payments.
- 6) Associations: Provide a description of any associations with other firms or any form of subcontracting that is planned for the project. Include pertinent information for subcontracted firms.
- 7) Disclosure of Claims: Please disclose any claims, lawsuits, or formal disputes for work or services previously or currently being performed.
- 8) Native American Preference (Optional): Provide any evidence to demonstrate that the firm is a

qualified, Native American-owned enterprise, with at least 51% active ownership by a member of federally recognized Native American tribe.

9) Certifications and Licenses: Include a copy of any pertinent licenses or certifications.

Method of Measurement and Basis of Payment

This site has not been fully characterized due to its location and nature. Unknown factors include the quantity of debris that will be removed, the area the debris covers, the depth of the debris into the hillside, the area that will need a topsoil cap and mulch, and the amount of seed and plants required. Therefore, estimates are listed below. The successful bidder will include a price per unit for the performance of any tasks beyond the anticipated quantities described below.

Item	Task	Est QTY	Unit	Unit Price	Total Price	Notes
1	Trail Construction	3000	LF			Minimal foot trail wide enough for walking and small equipment such as a wheelbarrow.
2	Dumpsters 20 yd	6	EA			Contactora will pay landfill fees included with dumpster rental. Additional fees are often charged with tonnage overages.
3	Topsoil	30	CU YDS			"Weed-free" topsoil
4	Mulch	12,000	SQFT			Made of natural material such as wood or straw and biodegradable netting materials such a coconut
5	Plugs or bare root plants	1000	EA			See attached species list
6	Seed	5	LBS			See attached species list
Total Schedule=						

Project Award

The rating factors and values to be used in award of this contract are as follows and out of a possible 100 points:

Criteria	Points
Relevant Experience:	
Demonstrated experience with clean-up activities	35
Demonstrated experience with environmental restoration activities	15
Qualifications	30
Cost	15
Indian Preference	5

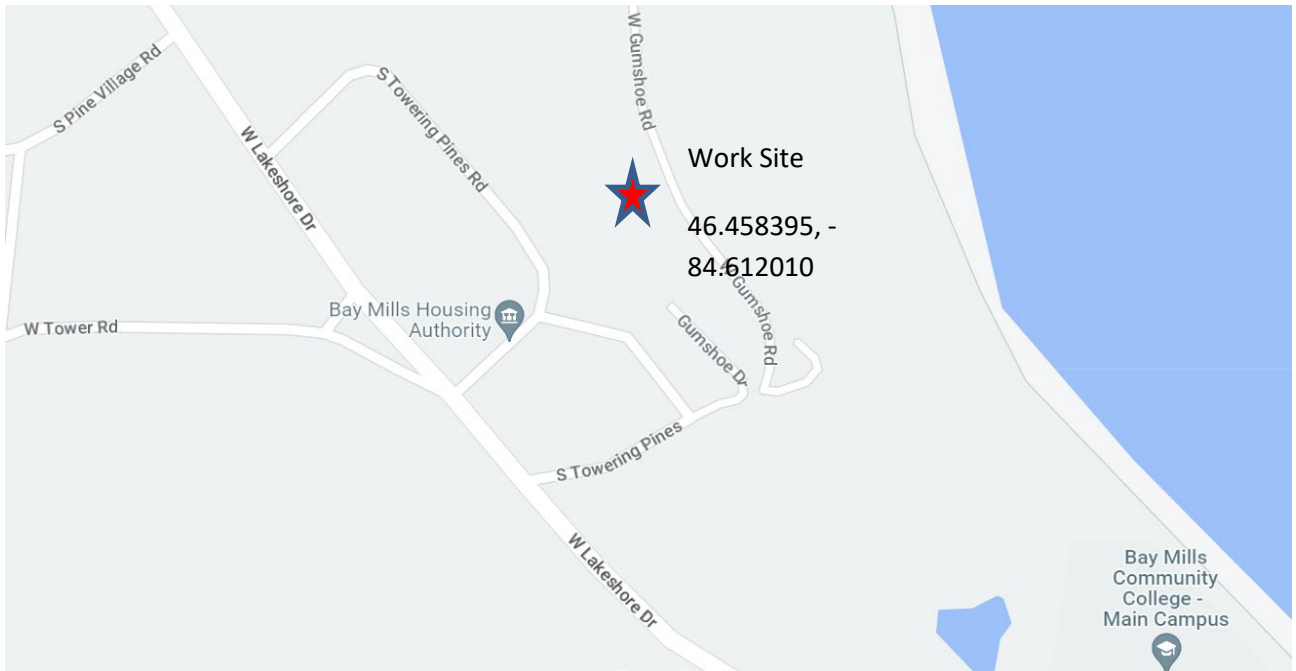
Compensation

The quote should provide a cost for all work associated with the provision of these services. The final cost of services may be negotiated, prior to award of the contract, or as a result of additional quantities of work provided.

Attachments

- Road map
- Aerial photo
- Topographic map
- Species list
- Site Photos
- IHS Administrative Requirements

Road Map



Aerial Photo



Topographic Map



Species List

Species from this list are appropriate examples for use in this project. Based on availability, other appropriate species may need to be substituted. Any species should be native, shade tolerant and with a quickly establishing and extensive root system.

Common Name	Latin Name	Type
Beak Grass	<i>Diarrhena obovata</i>	Seed
Nodding Fescue	<i>Festuca subverticillata</i>	Seed
Leafy Satin Grass	<i>Muhlenbergia mexicana</i>	Seed
Upland Wild Timothy	<i>Muhlenbergia racemosa</i>	Seed
Maidenhair Fern	<i>Adiantum pedatum</i>	Bare root
Plains Oval Sedge	<i>Carex brevior</i>	Seed, Bare root, Potted
Field Oval Sedge	<i>Carex molesta</i>	Seed, Potted
Round Leaved Dogwood	<i>Cornus rugosa</i>	Seed, Bare root
Big Leaved Aster	<i>Eurybia macrophylla</i>	Seed, Bare root
Short's Aster	<i>Symphotrichum shortii</i>	Seed, Potted
Christmas Fern	<i>Polystichum acrostichoides</i>	Bare root
Hairy-beardtongue	<i>Penstemon hirsutus</i>	Seed, Bare root, Potted
Columbine	<i>Aquilegia canadensis</i>	Bare root, Potted
Jacob's Ladder	<i>Polemonium reptans</i>	Seed, Bare root, Potted
Sweet Joe Pye Weed	<i>Eutrochium purpureum</i>	Seed, Bare root, Potted

Site Photos

Site photos can be found here:

https://drive.google.com/drive/folders/1-LEZ3lacTHCO8AVBiE2wkD1q0dBRxykD?usp=share_link

**SECTION 01300
ADMINISTRATIVE REQUIREMENTS**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes the administrative notes and requirements for this contract.

1.02 For all contracts:

- A. The Indian Health Service (IHS) is the engineer for this project; however, this is not a federal contract. IHS reserves the right to inspect the work performed by the Contractor or any of its Subcontractors. IHS does not represent the Tribe and the Tribe does not represent IHS regarding any matter related to administration of this Contract.

B. Indian Preference

1. IHS Indian preference requirements apply to the solicitation and award of this contract. Indian Preference will be used in selecting the contractor for this Work. If Bidder is eligible for Indian preference, documentation of tribal affiliation and ownership of the bidding enterprise must be provided with Bid.

Contractor agrees that, to the greatest extent feasible, preferences and opportunities for training and employment in connection with this Agreement shall be given to Indians; and, as reasonable, preference in the award of any subcontracts in connection with this Agreement shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (88 Stat. 77).

C. Suspension and Termination of Work

1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any change proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.
2. If the Contractor fails to perform the work in accordance with the Contract Documents, Owner may declare the Contractor to be in default and give Contractor notice that the Contract is terminated. The termination will not

affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor.

3. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- D. Contractor shall comply with 41 CFR 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Contractor is required to perform thirty-three and one-third percent of the total amount of the Work using its own employees and equipment. Copies of subcontract agreements may be requested to verify the amount of Work performed.
- G. Contractor is hereby notified that state lien laws do not apply on Federal trust land.
- H. Dispute Resolution: This agreement shall be construed in accordance with and governed by the laws of the Tribe. In the absence of Tribal law on point, Federal law shall apply and, in the absence of Federal law, the laws of the State of Wisconsin shall govern.

1.03 For Contracts Exceeding \$2,000:

- A. The Contractor shall comply with wage and provisions of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, Contractors must be required

to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- B. The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1.04 For Contracts Exceeding \$10,000:

- A. Contractor shall comply with the requirements of 41 CFR 60-4 regarding required notices and procedures to be followed in soliciting for federally assisted construction contracts (including subcontracts). Compliance with Executive Order 11246 and 41 CFR part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.3(a) and efforts to meet the goals established for the geographical area where the Contract is to be performed.

1.05 For Contracts Exceeding \$100,000:

- A. The Contractor shall comply with the provisions of the Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- B. The Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

END OF SECTION



This Page Intentionally Left Blank