

**REQUEST FOR PROPOSALS (RFP)**  
**FLATHEAD INDIAN RESERVATION, MONTANA**

**JOCKO AREA CANAL CONVERSION PROJECT PHASE 5-6**

**CONFEDERATED SALISH AND KOOTENAI TRIBES**  
**DIVISION OF ENGINEERING AND WATER RESOURCES**

**The cover form shall be submitted with a service provider's response to this RFP.  
Failure to submit the cover form is grounds to disqualify a submittal.**

**COMPANY INFORMATION:**

COMPANY NAME	
MAILING ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
INDIAN PREFERENCE	

**SUBMITTAL SIGNATURE:**

I have read and understand the requirements for CSKT DIVISION OF ENGINEERING AND WATER RESOURCES REQUEST FOR PROPOSALS <b>JOCKO AREA CANAL CONVERSION PROJECT PHASE 5-6</b> and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

**INSTRUCTIONS TO OFFERORS**

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume Confederated Salish and Kootenai Tribes (CSKT) or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CSKT. The proposals are evaluated based solely on the information and materials provided in your response.

**Use the forms provided**, i.e., cover page, bid form, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events, and be sure to submit all required items on time. Late proposal responses are not accepted.

**List of RFP Attachments:**

- Jocko Canal Conversion Plans Ph 5 & 6 Issue for Bid Drawings, dated April 2026
- Jocko Canal Conversion Project Manual Ph 5 & 6, dated April 2026

**The following items MUST be included in the response for the proposal to be considered responsive. Failure to include any of these items may result in a nonresponsive determination or point deductions.**

- Signed RFP cover sheet
- Signed Bid form (Section 00300 of Project Manual)
- RFP Response Form, including point-by-point responses to the offeror qualifications and information requirements
- Bidder Qualifications Form (Section 00451 of Project Manual)
- Indian Preference Certification, if applicable
- CSKT Debarment Form
- Complete Bid bond Form (20%)
- Signed Addendum Acknowledgement Form

**SCHEDULE**

RFP Issuance Date.....	04/09/2025
Mandatory Pre-Bid Tour.....	04/21/2026
Questions from proposer due.....	04/23/2026
Responses and/or Addendum due from CSKT .....	05/07/2026
<b>Proposal Due Date.....</b>	<b>05/21/2026</b>
Intended Date for Contractor Selection.....	05/28/2026

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### **SOLICITATION NOTICE**

Notice is given that the Confederated Salish and Kootenai Tribes (CSKT) at the Division of Engineering and Water Resources (DEWR) office located at 33019 Quequesah Ln, Ronan, MT 59864 has released this Request for Proposals and will be accepting proposals until **5:00 PM Mountain Time, May 21, 2026**, from qualified contractors to provide services, equipment, and labor for the Jocko Area Canal Conversion Project -- Phase 5-6 Project on the Flathead Indian Reservation.

CSKT intends to award an EJCDC Fixed Price Agreement (Attachment 1) to the selected Contractor to complete the Work. Offerors shall familiarize themselves with the contract requirements as part of the bidding process. The CSKT project manager will be the responsible contracting officer representative for all contract-related matters.

Contractor receiving contract award shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be identified and their experience **must** be included in the proposal. The Contractor shall be responsible to CSKT for the acts and omissions of: a) all subcontractors, or agents and of persons directly or indirectly employed by such subcontractors, and b) for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards developed from this RFP shall create any contractual relationships between any subcontractor and CSKT.

### **PROJECT OVERVIEW**

The project generally consists of, but is not necessarily limited to, the following major items: Conversion of an existing irrigation canal system to a piped system including 1) Approximately 36,500 LF of HDPE pipe ranging in size from 2-inch to 30-inch, 2) Isolation valves consisting of gate valves and butterfly valves, 3) Pressure reducing valve stations for managing pressure in mainlines and smaller pressure reducing valves at select on-farm deliveries, 4) Air valves consisting of air release valves and combination air release/air-vacuum valves, 5) Individual on-farm delivery assemblies consisting of isolation valves, air valves, flow meter, and ductile iron pipe, 6) Erosion control, 7) Road repair and surface restoration, 8) Valve and meter vaults, and 9) Drainage structures consisting of concrete dry wells, subsurface rock facilities, and surface discharge protection.

CSKT is seeking Contractors to provide the following services: construct restoration treatments, procure and transport materials to the site. A more complete description of the services sought for this project is provided in Section 3 Scope of Work and the Contract documents (Attachment 1). This RFP and associated items can be found on the CSKT Water Compact website at <https://www.csktwatercompact.com/documents-and-links/>.

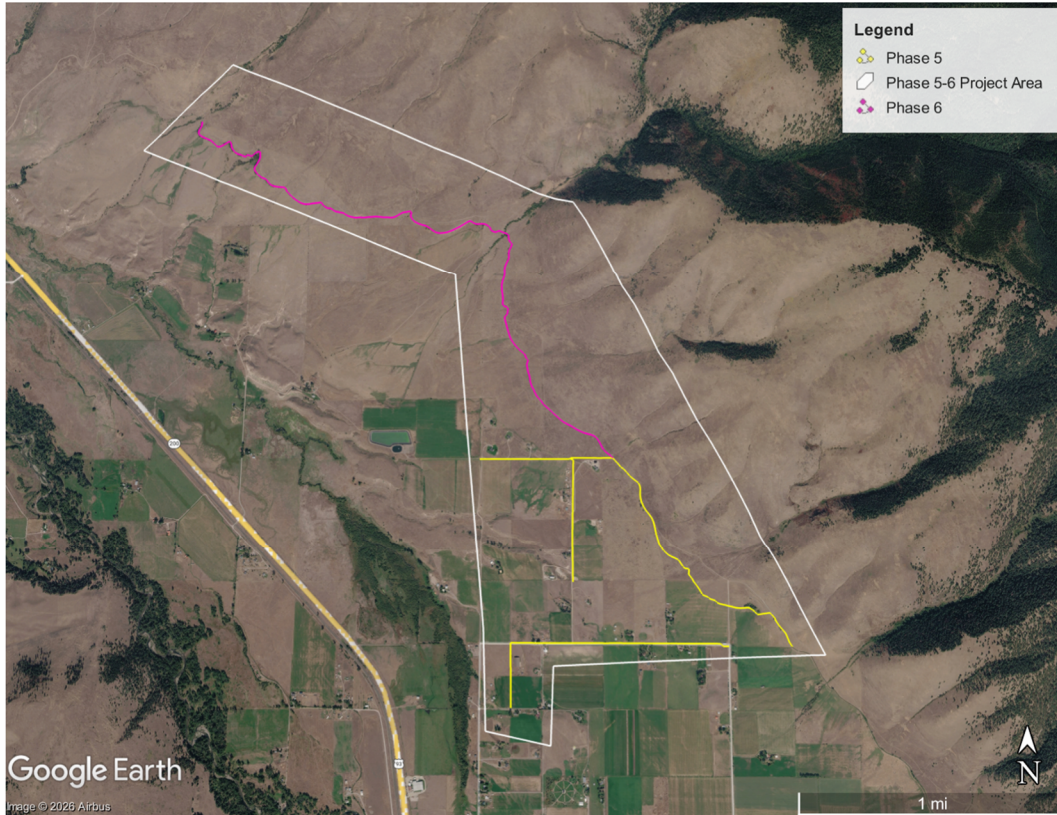


Figure 1. Overview of Jocko Area Canal Pipeline Conversion Project - Phase 5-6 Project location.

## **SINGLE POINT OF CONTACT**

From the date this Request for Proposals (RFP) is issued until an offeror(s) is selected and the selection is announced, all contact regarding the project shall be directed to:

**Mark Simpson, CSKT Irrigation Infrastructure Program Manager**  
**NRD Division of Engineering and Water Resources**  
**(406) 675-2700 Ext. 1283**  
[Mark.Simpson@cskt.org](mailto:Mark.Simpson@cskt.org)

## **SUBMITTING A PROPOSAL**

Offerors failing to comply with the RFP instructions may be subject to point deductions. CSKT may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**Number of Copies and Due Date.** Offerors must submit one electronic PDF copy of the complete package as described here via email to [Mark.Simpson@cskt.org](mailto:Mark.Simpson@cskt.org). **Electronic copies of the Proposals must be received on May 21, 2026, prior to close of business 5:00 p.m.,** local time. Proposals received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

## **PRE-BID CONFERENCE**

The pre-bid conference is mandatory. Offerors who fail to attend the pre-bid conference will be disqualified from consideration. **The pre-bid conference is at 2pm on April 21, 2026 at the Arlee Community Center, 34086 Pow Wow Rd, Arlee, MT 59821.** A tour of the project site will be conducted following the meeting.

## **INDIAN PREFERENCE**

This is an Indian Preference RFP. Tribal Contractors who wish to receive Indian Preference must obtain certification by CSKT Indian Preference Office as a legitimate Indian-owned business prior to submission of a response to this RFP. In order to claim Indian Preference, proof of Indian Preference Certification must be included with the response in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Offeror and award of this Project will be per the provisions of the CSKT Indian Preference Ordinance 101A. It is the sole responsibility of the Offeror to obtain and provide proof of Indian Preference certification from the Indian Preference Office. For more information on Indian Preference certification, contact Melinda Charlo at (406) 675-2700 extension 1045.

Selected Contractor must comply with the Indian Preference Ordinance and Regulations, which can be found here: <https://cskt.org/indian-preference-office/>.

## **ACKNOWLEDGEMENT OF ADDENDA**

Addenda to this RFP and answers to questions from potential respondents will be posted in accordance with the schedule of events at the following link <https://www.csktwatercompact.com/documents-and-links/>. It is the responsibility of the Contractor to ensure they have received and understand any and all addenda issued.

A completed 'Addendum Acknowledgement' form is attached and must be included with all Contractor solicitation responses.

## **20% BID BOND**

Offerors shall attach an electronic copy of their bid bond for their proposal to be responsive. Submission of the bid bond, along with a certified and effectively dated copy of the power of attorney, shall be completed and signed by all required parties. Submittal of a bid bond less than 20% of the total estimated contract amount for base period, shall result in the bid being deemed non-responsive. Failure to submit a Bid Bond from a Surety Company shall result in rejection of the offer.

## **CONSTRUCTION WAGE REQUIREMENTS**

The Indian Self Determination and Education Assistance Act, Pub. L. 93-638, 25 USC 5301, et seq., as amended, and its implementing regulations, including but not limited to, those set forth in 25 CFR Part 1000, Subpart K, as may be amended, shall apply to construction programs and projects included in this Agreement. Contractors and subcontractors must comply with applicable Tribal laws, Federal laws, program statutes and regulations. Wage determinations can be found at: [Wage Determinations | SAM.gov](#).

**Davis-Bacon Prevailing Wages:** Davis-Bacon Prevailing Wages must be paid to construction personnel by the Successful Offeror and to all Subcontractors.

## **PRE-CONTRACTUAL EXPENSES**

Respondents are responsible for all costs incurred prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the CSKT and will only be returned to the respondent at the CSKT's discretion.

# **SECTION 2: EVALUATION PROCESS**

## **OFFEROR QUALIFICATIONS**

Offeror's proposal must indicate at least 3 years of relevant past experience, providing examples of at least 3 projects of similar services, size and scope to the type proposed in this RFP. Offeror shall provide the name and qualifications of the resident (onsite) superintendent and all key personnel involved in any aspects of the contract.

## **EVALUATION OF PROPOSALS**

All proposals will initially be classified as either "responsive" or "nonresponsive." Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal does not address the specific scope of work items described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response period and process, or subsequent discussion/negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

An evaluation committee will evaluate responsive proposals and recommend whether to award contract(s) to the highest scoring offeror, or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror.

## **EVALUATION CRITERIA**

CSKT will offer a contract to the offeror with the best value bid to the CSKT, based on several factors outlined here. All responsive proposals will be evaluated based on a combination of offeror's references, relevant experience, method of providing services, Indian Preference score, and cost outlined in its proposal.

Bidder's submittals will be evaluated and scored by CSKT as follows:

1. Contractor experience constructing HDPE pipelines and associated delivery appurtenances.
2. Total cost submitted on the bid form.

3. Contractor's method demonstrates proper sequencing, schedule, equipment, and technical skill to successfully complete the Work as designed and in the allowed project time schedule. Contractor's proposal is a clear, concise strategy for completing the Work. Contractor's key personnel demonstrate adequate experience, skills, and training to successfully complete the Work
4. Contractor's ability to provide evidence of compliance with bonding and insurance requirements and any Legal/Claims history on past projects.
5. Indian preference certification.
6. Contractor references confirm successful and timely completion of past projects with similar scope and scale.

### **CSKT'S RIGHT TO INVESTIGATE AND REJECT**

CSKT may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. CSKT reserves the right to accept, reject, or negotiate any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy CSKT that the offeror is properly qualified to carry out the obligations of the contract. This includes CSKT's ability to reject the proposal based on negative references, including poor efficiency or experience with operator skills or in previous project performance. Qualified personnel listed for specific tasks will be expected to perform as such.

CSKT expressly reserves the right to:

1. Reject all responses and re-advertise the Request for Proposals, with or without amended requirements
2. Base the scoring on compliance with this document, Indian Preference, responder experience and other factors
3. Reject any response in whole or in part if it is found in the public interest to do so
4. Waive informalities and irregularities in a response

\*\*\*Furthermore, CSKT reserves the right to withdraw this Request for Proposals at any time.

### **SUBMITTALS**

Upon notice of selection, the bidder must provide the following documents immediately. If the bidder fails to provide required documents within 10 business days, CSKT retains the right to begin negotiations with the next best offeror.

- Current W-9 Form
- Proof of current worker's compensation insurance or proof of valid exemption\*
- Proof of current general liability (or commercial) and automobile insurance\*
- Current CSKT Debarment Form\*
- Indian Preference Compliance Plan, if applicable
- Bidder Qualifications Form
- Performance Bond\*
- Payment Bond\*
- Final schedule, as approved by Owner

\*Review draft contract in Attachment 1 for specific information regarding bond and insurance requirements

### **SECTION 3: SCOPE OF WORK**

This Scope of Work (SOW) and attached plan sheets describe the construction activities that will occur:

This project will provide the Owner with a new irrigation water delivery system and generally consists of the following major items of work:

1. Remove and deliver to Owner's designated storage area on site existing infrastructure as shown on the Drawings. This may include culverts, irrigation pipe, temporary infrastructure, headgates, screens, piping, and concrete.
2. HDPE Irrigation main and lateral pipelines including all valves, fittings, appurtenances, and connections to existing irrigation infrastructure.
3. On-farm deliveries including HDPE piping, ductile iron piping, concrete pad, drainage as applicable, and appurtenances, as shown on the Drawings.
4. Drainage structures including dry wells and drains to surface.
5. Supervisory Control and Data Acquisition (SCADA) system.
6. Other miscellaneous work as shown on the Drawings.

#### **WORK LOCATIONS**

- An overview of the project location is shown on Sheet C-1 and piping activities described in this SOW are shown on Sheets C-2 through C-5. Details of piping alignments are described on Sheets C-6 through C-34. Delivery details are described in sheets D-1 through D-13.

#### **SITE ACCESS AND EQUIPMENT**

- The Contractor shall be responsible for determining the adequacy of all roads and bridges used in moving equipment and materials to the construction site. The Contractor shall provide alternative methods of access, such as temporary crossings, for any equipment that exceeds the capacity of existing access facilities.

#### **CONSTRUCTION MILESTONES**

- The contract times and milestone dates identified in the contract are listed here. The timeframe for project construction is mid-September to mid-April. Any delays caused by Contractor(s) may be grounds for termination of a contract and/or assessment of liquidated damages. Key dates include the following:

- All pipeline and delivery installation shall happen between Sept 15, 2026  
- April 11, 2027
- Substantial completion on or before April 1, 2027
- Project complete and ready for final payment on or before June 15, 2027

\*These dates cannot change without the express written approval by the CSKT.

## **BOUNDARIES OF WORK AND PROTECTION OF SITE**

- The Owner shall make suitable provisions for ingress and egress, and the Owner shall not cause the Contractor to enter or occupy with workers, tools, equipment or material, any ground outside the property of the Owner without the written consent of the owner of such ground. The final location and extent of the areas to be used shall be coordinated with the Owner. Other contractors and employees or agents of the Owner may for all necessary purposes enter upon the premise used by the Contractor, providing the operations of other contractors do not interfere with the actual scheduled operations. The Contractor shall conduct their work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the Owner or the Engineer by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access by the Owner to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately remove same. No materials or equipment may be placed upon the property of the Owner until the Owner has agreed to the location contemplated by the Contractor to be used for storage.
- The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way, which may be required for proper completion of the work. Contractor shall provide written proof to the Engineer that they have secured the right to use an off-site facility or work area.

## **PROTECTION OF SITE**

- Except as otherwise provided herein, the Contractor shall take all necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all public and private property in the proximity or otherwise affected by the construction work performed by them. The Contractor shall remove from the site all unused materials.
- Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the Work to be done hereunder are indicated on the Drawings only to the extent such information

has been made available to or discovered by the Engineer in preparing the Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

- The Contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating or trenching, by contracting the owners thereof and prospecting. The Contractor shall use their own information and shall not rely solely upon information shown on the Drawings concerning existing underground installations.
- The Contractor shall protect utilities during excavation that are to remain in place. Contractor shall repair all damage to existing utilities or property to the satisfaction of the utility owner or property owner at their own expense.
- Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. If any existing underground utility or facility not shown on the Drawings is located so that it interferes with the Work in either alignment or grade and has to be moved or otherwise modified, such work shall be done by the Contractor, and adjustment in payment will be made according to the General Conditions. Except as stated above, any delay, additional work or extra cost to the Contractor caused by existing underground installation shall not constitute a claim for extra work, additional payment, or damages.
- Privately owned utilities, such as gas mains, underground electrical and telephone cables, telephone poles, light poles, etc., required to be moved to make way for new construction will be moved by others unless designated otherwise on the Drawings. However, the Contractor shall be responsible for contacting all utility companies associated with this project to determine additional costs that may be associated with these utilities. These costs shall be incidental to the bid price.
- Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements with the utility users. Existing utility lines, if interrupted, shall be restored as quickly as possible. Do not interrupt existing utility services without written permission from Engineer and Owner and utility service owner. Planned interruptions must be scheduled with the Owner and utility service owner a minimum of 7 calendar days prior to the interruption, and as further specified in Section 01 14 16, COORDINATION AND SITE CONDITIONS.
- Contractor shall exercise special care to maintain all existing surroundings in an undamaged condition, such as buildings, trees, etc., unless noted to be removed on the Drawings. Contractor shall not use the existing features as anchors to fasten ropes, chains, or guys without written approval. All damages to existing structures and features shall be restored to the original condition, or better condition, at no additional expense to the Owner.

- Where excavation will be required adjacent to existing structures, utilities, sidewalks, pavements or other facilities, the Contractor shall be solely responsible to protect and maintain the structural integrity of the existing structures. The Contractor shall take whatever means necessary to ensure that the existing structure is not damaged by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment or damages.
- Any fences destroyed during construction shall be repaired to the original condition, or better condition, than the condition prior to construction. Unless otherwise noted on the Drawings, all existing ditches disturbed by construction shall be restored to their original size, alignment, and grade.
- The dimensions and elevations of existing structures and locations of existing fences, pipelines, conduits, cables, and equipment shown on the Drawings were taken for the most part from available records and survey data and are not guaranteed for accuracy. It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, conduits, cables, equipment, or other existing items, both above and below ground, affected by or affecting the Work under this contract, prior to the start of construction or ordering materials and equipment affected thereby. The Contractor's attention is directed to the additional bidding information which encourages and/or requires that each bidder visit the site of the Work to become familiar with the arrangement and condition of existing construction that is to be connected to or that is to remain in place.
- Also see Section 01 14 16, COORDINATION AND SITE CONDITIONS.

## SECTION 4: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

### **OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS**

In order to determine the capabilities of an offeror to perform the services specified in Section 3, the offeror must respond to the following regarding its ability to meet contract requirements.

**NOTE: Each item below must be completely addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

1. **Proposal Documents**. In addition to this form, offeror must provide:

- a. Signed copy of the RFP Cover Sheet,
- b. Completed bid form (Section 00300),

- c. Signed CSKT Debarment Form,
- d. Complete Bid bond Form (20%),
- e. Indian Preference Certification, if applicable, and
- f. Signed Addendum Acknowledgement Form
- g. Bidder Qualifications Form

2. **References.** Offeror shall provide a minimum of two, but no more than four, references for the type of services proposed in this RFP. The offeror shall provide the following details for each reference:

- a. The customer's name,
- b. The project name and location where the supplies and/or services were provided,
- c. Contact person(s), customer's telephone number, and
- d. A description of the project type, and dates the services were provided.

These references may be contacted to verify offeror's ability to perform the contract. CSKT reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

3. **Resumes/Company Profile.** Offeror shall provide:

- a. A narrative describing how long the company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name, and
- b. Resumes must be provided for all key personnel who will be involved with any aspects of the contracted Work, which detail qualifications, relevant work experience, years of experience, education, skills, etc.. Key personnel must include a resident superintendent, and any in-stream equipment operators.

44. **Method of Providing Services.** Offeror shall describe their technical approach to this project, means and methods, sequencing, schedule for completion, staff, material sources, and equipment. Offeror must provide make, model, and year of all equipment proposed for project implementation.

## SECTION 5: BID FORM

**Quantities:** The number of quantities are estimates only and will be the basis for evaluation of bids. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the

Engineer, and approved by the Owner. Reference Section 00300 of the Project Manual for the Bid Form.

**SECTION 6: OTHER FORMS**

**Addendum Acknowledgement Form**

Offeror acknowledges receipt of the following addenda which are attached to the SOQ:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

***Bid bond form***  
***CSKT Debarment form***

**List of RFP Attachments:**

- JOCKO AREA CANAL CONVERSION PROJECT – PHASE 5 & 6 Plan-set and Project Manual, dated April 2026