

Little River Trading Post Fuel System Removal and Replacement Request for Proposal October 2024

Included: Contract Documents
Bid Form
Construction Documents drawn by WWC Engineering dated 4/24 (11 sheets)
Appendices

Owner: Island Mountain Development Group (IMDG)
Project Oversight: Island Mountain Development Group (IMDG)
Management/Operations Oversight: Island Mountain Development Group (IMDG)
Contact: Garrett MacKay, Vice President of Finance
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Email: garrett.mackay@islandmtn.com
Phone: (218) 343-0621

I. PROJECT OVERVIEW

Island Mountain Development Group (IMDG) and the Fort Belknap Indian Community (FBIC) have assumed management and operation of the convenience store located at 148 Assiniboine Ave, Harlem, MT on December 1, 2021. This location was previously known as the Kwik Stop, operated by Ezzies Wholesale.

This project is part of an overall multi-phase remodel of the existing facility and drive area that is not part of this request. This portion of the project will be completed first and the remodel of the existing C-Store may happen at a later date.

IMDG is seeking proposals from qualified firms to provide removal of the current underground fueling system (UFS), its replacement with a new fuel storage (tanks) distribution system (piping) and secondary containment compatible for the proposed fuel offerings of premium gasoline (no ethanol), regular gasoline (E10), blended mid-grade (at the pumps) and ultra-low sulfur diesel (ULSD/B5). It also includes fuel island and dispensers, and fuel canopy/slab along with associated asphalt paving and curb cuts located at the Little River Trading Post (L RTP). There are four new Wayne Ovation 3 + 1 blending fuel dispensers that are desired to be reused if possible. If the proposing firm proposes an alternate dispensing system, they must provide a credit amount per dispenser. If the dispensers are reused, it is the contractor's responsibility to ensure that the dispensers are safely removed and stored for later reuse and that all equipment is compatible. To be eligible for consideration, the proposing firm must be capable of providing the services described herein and must meet all other criteria outlined in this Request for Proposal (RFP). A copy of the documents may be obtained by e-mailing Garrett MacKay, Vice President of Finance at <mailto:garrett.mackay@islandmtn.com> or by calling (480)340-0778, or Victoria Flowers, Senior Environmental Scientist at vflowers@oescgroup.com or by calling (920) 366-6720.

IMDG desires to have the project initiated as early possible in the spring of 2025 and completed no later than August 30, 2025.

PROPOSALS - All Proposals shall be addressed to Island Mountain Development Group, Attn: Garrett MacKay, Vice President of Finance. Proposals may be emailed to Garrett MacKay, Vice President of Finance at garrett.mackay@islandmtn.com and shall be clearly identified in the subject line as confidential proposal, and shall have the Proposers' name. Hard copied proposals shall be sealed and shall have the name and address of the Proposer and the Contract for which the Proposal is being submitted on the outside of the envelope. All companies shall propose in

accordance with and upon the Proposal Forms included in the Contract Documents along with required qualification documents.

EXAMINATION OF BIDDING DOCUMENTS - The Project Documents are on file and will be issued through Oneida Engineering Solutions. Contact Victoria Flowers at vflowers@oescgroup.com or 920-366-6720.

BID SECURITY - No proposal shall be received unless accompanied by a Certified Check or satisfactory Bid Bond payable to the Island Mountain Development in an amount not less than 5% of the total proposed bid as a guarantee that, if the Proposal is accepted, the Proposer will execute and file the Contract, Performance/Payment Bonds and Insurance Certification, as required by the Contract Documents, within **15-days** after the Notice of Award.

PROPOSAL REJECTION - The OWNER reserves the right to reject any and all Proposals, waive any informalities in proposing or to accept the Proposal which best serves the interests of the Island Mountain Development Group.

WITHDRAWAL OF PROPOSAL - No Proposal shall be withdrawn for a period of 90-days after the scheduled opening without the consent of the OWNER.

Pre-proposal Conference and Job Site Examination: A pre-proposal conference and site examination will not be held although prospective companies are encouraged to visit the site on their own. It is located at 148 Assiniboine Ave, Harlem, MT. If prospective companies choose to visit the site on their own, they are encouraged to contact Victoria Flowers at vflowers@oescgroup.com or 920-366-6720. It is the responsibility of all Proposers to familiarize themselves with the site conditions and to secure preferred pricing for the Tribal Nation from the original equipment manufacturers or warehouse equipment distributors.

Verbal communications at any pre-proposal meeting are non-binding. All clarifications, revisions, or changes to the Bidding Documents will be included in a written addendum.

II. SCHEDULE

The LRTP Selection Committee will be receiving proposals until 4:00 PM MST, November 22, 2024 at which time they will be recorded, but not publicly opened. All questions regarding this Proposal must be in writing (email is acceptable) and should be directed to: Victoria Flowers, Owner's Representative at vflowers@oescgroup.com or by calling (920) 366-6720. Questions are due no later than November 22, 2024. LRTP Selection Committee reserves the right to reject any and/or all submittals and to waive informalities and minor irregularities in submittals received if it is deemed to be in the best interest of the LRTP to do so.

Hardcopy submittals must be clearly identified on the front of the envelope with proposer's name, address, and project name. Digital submissions should be sent to Garrett MacKay, Vice President of Finance at garrett.mackay@islandmtn.com and must be clearly labeled. Submittals received after the specified closing time will not be considered. All information submitted in the response to this RFP will be the owner's information. The proposer should not include as part of the response to the RFP any information that the proposer believes to be a trade secret or other privileged or confidential data. If the proposer is to include such material in the submittal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire submittal is confidential will not be honored. The LRTP Selection Committee will endeavor to keep confidential information confidential, separate, and apart from the submittal, subject to court order.

III. CONTRACTOR QUALIFICATIONS

IMDG has established the following qualifications, expectations, and objectives for this project. Any changes to these specifications or Scope of Work (SOW) will be made in the form of an Addendum to this RFP and will be supplied to all prospective contractors who received the RFP. Contractors are responsible for ensuring they have all addendums. IMDG may negotiate and refine the final SOW with the selected contractor. IMDG reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award. The selected Respondent shall respond in their proposal to the following:

1. Have adequate personnel and equipment to perform the work expeditiously and must provide a discussion of the number of crews and staff it will assign to the project.

2. Have suitable financial resources for the performance of the work or can obtain such resources to meet the obligations incidental to the work.
3. Have appropriate professional qualifications, certifications, organizational and technical experience satisfactory to IMDG, including but not limited to:
 - a. International Code Council (ICC) certification.
 - b. Certifications and/or licenses from equipment manufacturers stating they are qualified to install the proposed equipment.
 - c. Licensed, or using subcontractors who are, by Montana Department of Environmental Quality (MDEQ) Waste and Underground Tank Management Bureau Underground Storage Tank-Leak Prevention Program for tank and related work.
4. Perform the work to be compliant with MDEQ and the United States Environmental Agency (USEPA), Office of Underground Storage Tanks (OUST) regulatory requirements.
5. Be able to comply with the proposed or required time of completion or performance schedule and have a demonstrated satisfactory record of performance.
6. Adhere to the specifications of this proposal and provide the documentation required of this proposal and meet the requirements set forth in the RFP.
7. Provide evidence of proven experience with similar work, including installation and providing certification of all materials used are compatible with the proposed fuel blends.
8. Provide proof of the minimum insurance requirements.
9. Upon selection, provide a Performance and Payment Bond at the time of execution of the contract naming IMDG as the beneficiary.

IV. CONTRACTOR RESPONSIBILITIES

It is the responsibility of the Respondent to familiarize themselves with the following and complete the below listed tasks.

1. The preferred format for the bid submittal (Appendix A).
2. Understand present site conditions, including subsurface conditions (Appendix B), utility locations, routes of ingress and egress, and the desired site layout of the completed construction.
3. Include all costs and narrative describing the approach to prepare the site and render the UST fueling system fully operational.
4. Obtain a business license and employee registration from the Fort Belknap Tribal Employment Office (TERO) by contacting Nancy Boushie at (406)353-8454 or nboushie@ftbelknap.org.
5. Contact the Fort Belknap Tribal Historic Preservation Officer, Michael Blackwolf at (406)353-2295 or mblackwolf@ftbelknap.org to obtain the necessary historic and cultural clearances for the ground disturbance.
6. 72 hours prior to any site work, request for utility locates through State of Montana Call Before You Dig at (800) 424-5555 and Prairie Mountain Utilities (PMU). Contact PMU by calling or emailing Carolyn Horn at (406)353-8320 or carolyn.horn@ftbelknap.org.
7. Coordinate with, and provide notification to the Fort Belknap Environmental Department, Compliance Officer, Kermit Snow, Jr. at (406)353-8368 or ksnow@ftbelknap.org.
8. Land disturbance of one acre or more within the Fort Belknap Reservation is required to be covered under the Environmental Protection Agency (EPA) Construction Site General Permit (CSGP). Please contact Erik Makus at EPA makus.erik@epa.gov or (406) 457-5017
9. Understand both the state and federal requirements for the decommissioning, removal, assessment and disposal of the current UST fueling system, including the completion, and all state and federal documentation requirements.
 - a. Verify that all new equipment and all ancillary fueling system materials are compatible with the proposed fuel offering by providing technical data sheets (aka cut sheet or specification sheet) and submitting the state of Montana [Compatibility Checklist](#).
 - b. Satisfy MDEQ requirements for the [Notification of Underground Storage Tanks](#) closure and installation permits.
 - c. Completion of a tank removal site assessment according to MDEQ requirements.
 - d. Documentation necessary for the "Certification of Installation" according to [40CFR280 Subpart B](#) §280.20 (e) and the registration documentation required in [40CFR280 §280.22](#) to the US EPA Office of Underground Storage Tanks Region 8 contact Francisca Chambus, 1595 Wynkoop St., Denver, CO or chambus.francisca@epa.gov.
10. Proper characterization, disposal and waste manifests for the removed tank bottom contents.

11. Complete all work described in the Scope of Work to the satisfaction of the Fort Belknap Environmental Protection Agency (FBEPA), IMDG, US EPA, and the state of Montana Department of Environmental Quality.

V. SCOPE OF WORK

The scope of work is identified as two specific phases of activity that includes the removal of the current UST system and its replacement. It is desired that the current system remains operational as long as possible while the site is prepared for the new fueling system.

Task 1 - Removal and Disposal of Existing Tanks and Tank Contents

General scope of this task is to remove and dispose of three (3) 10,000-gallon gasoline and one (1) 6,000-gallon diesel underground storage tank (UST) system according the MDEQ and federal regulations. The current site layout, UST location, dispensers and UST information are presented in Appendix C.

1. Carefully drain all piping when breaking piping into collection buckets. Once the UST is removed from the excavation after being rendered vapor and fuel-free, the tank interiors will be cleaned in order to remove and residual sludge.
2. The tank and all piping shall be sent for off-site disposal. The Contractor shall be responsible for the collection, analysis, and cost of any waste characterization necessary for the disposal of the tank, tank liquids, and sludge. Copies of all disposal and waste manifests will be given to IMDG.
3. Remove and dispose of existing underground storage tank including top slab, specified fuel piping, manways, and other associated appurtenances.
4. Remove and stockpile petroleum-impacted soil, if encountered, as directed by the Owner, on poly sheeting. Provide Owner's Rep with access to the tank pit soil sidewalls and bottom for visual inspection of condition.
5. The removal and disposal of the current underground storage tanks and associated piping, and leak detection system. If the current four Ovation 3+1 dispensers are proposed to be reused, provide safe storage until their reinstallation.
6. Arranging for and completing the proper disposal of remaining tank contents.
7. Backfill former tank excavation and piping runs with structural fill and compaction of backfilled areas to achieve a 95% compaction rate.

Item	Performance Requirements	Notes
Removal of concrete, asphalt and soil covering fueling system components	THPO clearance, TERO compliance, and any necessary permits or actions required by the FBEPA.	Silt fencing is recommended. Soil covering the fuel system should be stockpiled on-site, on plastic. Contamination is not suspected but may be present.
Decommissioning, cleaning, removal and disposal of all tanks, tank bottoms, fuel product piping, conduits, probes, sumps, spill buckets, vent piping, under-dispenser piping and sumps. If the 4 existing in-use Wayne Ovation 3+1 Dispensers are proposed to be reused, they shall be removed and stored in a safe place for reuse with the new fuel system installation	Conduct a UST removal site assessment according to the state of Montana requirements. Completion of all required state and federal paperwork documenting the closure, removal, disposal, and assessment and provide copies of all documentation to IMDG.	Excess fuel will have been removed by IMDG prior to the start of activities. The contractor has the responsibility to place dispensers in a safe place for reuse during the installation of the new system. No system materials can be left underground. All are to be removed and properly disposed of.
Backfill and compaction of abandoned tank bed, piping runs and fuel islands.	Furnish and install backfill material to meet 95% compaction, which will be	Subgrade to be brought up to match existing elevations.

	tested by Owner's third-party testing company.	
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Task 2 – Procurement and Installation of new fueling system, construction of a fuel island canopy, rendering fueling system operational, concrete and asphalt pavement complete.

This task is to design and install one (1) 10,000-gallon and one (1) 10,000-gallon split compartment (40/60) USTs and all components and appurtenances associated with the tank system. Appendix D shows the preferred location and layout of the new system, if the bidder is proposing a new layout, they shall provide the rationale for the proposed layout. It is desired to have the tank location not within the lanes of fuel island traffic. The project will achieve the following outcomes:

1. Design and construction for the installation of the new fueling system using the preferred site layout provided in Appendix D to meet all local, state and federal rules, regulations and laws.
2. Installation and rendering the new system operational, and construction of the fuel island canopy that will provide 8 fueling dispensers under the canopy and one satellite dispenser.
3. The fuel system will be according to, and compliant with state and federal regulations and compatible with the desired fuel offerings of premium gasoline (no ethanol), regular gasoline (E10), blended mid-grade (at the pumps) and ultra-low sulfur diesel (ULSD/B5).
4. Complete and submit the necessary state and federal underground storage tank (UST) registrations forms, associated Underwriters Laboratory (UL) or other third-party independent verification of compatibility for the desired fuel offerings.
5. All fuel piping, manifolds, vent piping, tanks, sumps, spill and overfill protection, leak detection monitoring devices as required by state and federal regulations etc.
6. Remove all topsoil from proposed tank installation area and stockpile on-site.
7. Excavation of the tank bed, piping and conduit runs, and the off-site disposal of all soils not needed for the project.
8. All electrical connections, backfill, compaction, grading, storm water management, pump island construction, and fuel island canopy installation.
9. Construction of a new reinforced concrete tank pad over the top of the tank bed and fuel pad, and new fuel islands, as shown in the drawings.
10. Provide required fencing for the project to maintain safety requirements.
11. Contractor shall utilize proper equipment (e.g., excavator bucket) to assist in collecting post -excavation bottom and sidewall soil samples.
12. Excavate for new tank location. Furnish and install replacement tanks and piping into the building and to the dispenser locations.
13. The Contractor shall be responsible for the protection of all existing structures against hydraulic uplift until the removal of the UST has been completed.
14. The storm sewer drains including from the canopy, need to be into the existing underground storm sewer system. Do not surface drain.
15. Furnish and install all required storm water piping as depicted on the drawings.
16. Furnish and install all new asphalt pavement system.
17. Remove and reconfigure concrete curb cuts.
18. Topsoil, seed and stabilize all disturbed landscaping areas.

Item	Performance Requirements	Notes
1 – 10,000 gallon double-walled Xerxes Bulkhead single compartment tank (or equivalent)	All components, adhesives must be UL listed for compatibility with the desired fuel blends.	1 Pull-through String 22" Manway – DW 4" Manway Cover Fitting (half coupling) 4" Tank Wall Fitting, (half coupling) DW All straps, turnbuckles and dead men required for installation.
1 - 6x4-8' Double Wall-Double Bulkhead Multi-compartment Xerxes tank (or equivalent)	All components, adhesives must be UL listed for compatibility with the desired fuel blends.	1 Pull-through String 22" Manway – DW 4" Manway Cover Fitting (half coupling) 4" Tank Wall Fitting, (half coupling) DW All straps, turnbuckles and dead men required for installation.
Appropriate Tank Gauging and Leak Detection Equipment	UL listed for compatibility with the desired fuel blends.	All necessary equipment necessary to perform tank gauging, pressurized line leak detection and functionality testing necessary to operational and compliant with federal and state leak detection requirements. An inventory cut sheet is required for proposed parts.
All tank top equipment, necessary to render the system operational including removing moisture and ethanol vapors to protect equipment in the submersible sump.	All components, adhesives must be UL listed for compatibility with the desired fuel blends.	Double walled spill buckets are desired. Composite sump manhole covers over the sump manhole are desired. Non-discriminating liquid sensors in sump for double walled piping leak detection. A cut sheet and inventory list of proposed equipment is required.
Installation of a total of 9 blending fueling dispensers - Wayne Ovation 3+1 Dispensers or equivalent, 2 hoses per side and all hanging hardware whip hoses, nozzles, swivels, double poppet shear valves and filters to render operational.	Double poppet dispenser shear valves.	See drawing for proposed site configuration. There will be eight pump islands under the canopy and 1 satellite dispenser to accommodate larger vehicle diesel fueling. Demonstrate compatibility with proposed fuel blends. A cut sheet and inventory list of proposed equipment is required.
Concrete at grade slabs required	All concrete raised curbs for the fuel island, concrete canopy fueling slab and U-shaped bollards for protection of dispensers. Concrete slab over the fueling tanks at the fill station	See drawing for proposed site configuration. There will be eight pump islands under the canopy and 1 satellite dispenser to accommodate larger vehicle fueling.
Fuel island construction and fuel system piping	All components, adhesives must be UL listed for compatibility with the desired fuel blends.	Pressurized electronic line leak detection. All fuel delivery piping to dispensers, vent piping and rain guards. Under dispenser sumps, double poppet shear valves, sumps, electrical conduit, non-discriminating liquid sensors to make operational.
Fuel island canopy construction	Design and construction of the fuel canopy to meet all	The fuel island canopy must be constructed and with sufficient footings to withstand high velocity winds.

Item	Performance Requirements	Notes
	local, state and federal rules, laws and regulations. Provide stamped drawings by the structural engineer. Canopy columns to be painted, color selected by Owner.	Canopy shape and style will be the standard flat rectangular canopy. Venting for the canopy shall not be attached to the canopy. It will need to be brought away from the canopy and installed on an independent structure.

Contaminated soil and groundwater are not expected to be encountered; however, contingencies should be provided in the event of their discovery. Provide the unit cost by ton to remove, sample and dispose of contaminated materials that may exist in and around the old fuel tanks and pump islands. Also, provide a unit price to furnish and install structural fill if needed for replacement. The elements listed in the table must be included.

VI. PROHIBITED INTERESTS

By submitting a proposal, the Respondent affirms the following:

1. No officer, agent, or employee of IMDG who has participated in contract document negotiations on the part of the company has a pecuniary interest in the proposal.
2. No gratuities including, but not limited to, entertainment or gifts were offered or given by Respondent to any officer or employee of IMDG with a view toward securing a contract or securing favorable treatment with respect to the performance of the contract.
3. The proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondents for the same proposal.
4. The Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
5. The Respondent presently has no interest and that it will not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required to be performed under this contract, and that no person having such an interest shall be employed in the performance of a Contract in connection to this RFP.
6. If any prohibited interest comes to the attention of the Respondent at any time, a full and complete disclosure of the interest shall be immediately made in writing to the IMDG Procurement Manager. If IMDG determines that a conflict exists and was not disclosed to IMDG, it may terminate the Contract at will or for cause.
7. The rights and remedies of this section shall in no way be construed as a waiver of any other rights or remedies available to the IMDG under this Contract or at law.

VII. PROJECT MANAGEMENT AND SUPERVISION

1. Includes end-to-end project responsibilities, including oversight of any/all subcontractors.
2. Directly liaise with IMDG project manager.
3. Develop project plan and expectations.
4. Contractor must comply and abide by IMDG requirements to satisfy the requirements of their accounting and procurement office for federal reporting requirements and the Fort Belknap Indian Community Tribal Employment Rights Ordinance and applicable guidance, and other applicable Federal, State and Tribal laws.
5. Contractor shall provide, prior to start or work, written documentation including copies of all permits, verifying that all proposed off-site disposal locations for tank system, fuel and tank bottom sediment/sludge, petroleum impacted soils, piping, and associated appurtenances, and other materials, are licensed and permitted in accordance with all applicable codes, laws, regulations, and standards. Approval from the Owner of proposed disposal facilities shall be required prior to mobilization to the site.
6. The Contractor shall prepare and issue all notifications and apply for and obtain all permits and approvals required to complete the Work. All fees for licenses, permits, tolls, approvals, taxes, tariffs, surcharges, ext. shall be the responsibility of the Contractor. Unless an alternative construction sequence is approved in advance by the Owner, the work should be carried out by the Contractor in the order listed below and in accordance with MDEQ regulations.

7. Prior to ordering materials or starting construction on the project, the Contractor shall submit all appropriate shop drawings, materials approval requests that meet the tank manufacture specifications for backfill (e.g., pea gravel source and samples), and information regarding the proper disposal facilities, for the Owner's review.
8. Protect all existing lighting. Locate all private utility lines including but not limited to: site lighting, sign electrical, water, sanitary sewer, and stormwater. Protect all underground utilities.
9. At completion, the Contractor to provide the Owner with written documentation for all waste, including, but not limited to, tank; tank bottom contents, wastewater and soil disposed as follows:
 - a. Certificate of Destruction/Recycling/Treatment for tank and piping, fuel oil, sludge, waste liquid from tank cleaning, and petroleum impacted soils with quantities of product and materials disposed identified.
 - b. Bills of Lading for tank and piping; Waste Manifest documentation for waste petroleum products (e.g., fuel oil); wastewaters from tank cleaning; and petroleum impacted soils (if encountered).
10. The Contractor will be held to have examined the work site and to have satisfied himself as to the conditions surrounding the premises as no allowance will be made for failure on his part to do so.
 - a. The submission of a proposal by the Contractor will be construed as acceptance, by the Contractor, of the specifications as sufficient to enable his supplying the detail of all work contemplated hereunder, all to the approval of the Owner's Rep, and without extra charge. Insofar as possible, the Contractor, in carrying out the Work, must employ such methods and means as will not cause the interruption of or interference with the work of any other Contractor, nor with the normal routine activities at the facility except as otherwise specified herein.
11. The Contractor shall guarantee all materials and workmanship for a period of at least one year from the date of acceptance of the Work. The Contractor shall provide the warranties for the new tank and equipment that is installed.
12. Restore all surfaces that have been damaged by the Contractor's operations, to a condition at least equal to that in which they were found immediately before work commenced.
13. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
14. The Contractor shall provide documentation to the Owner showing that all materials disposed off-site for the Contract were disposed of in accordance with applicable local and State regulations.
15. The Contractor shall obtain authorization from the Owner prior to removing excavated soil from sites. Approval shall be based on completed observations and/or chemical testing for contamination.
16. The Owner's Rep will organize a Preconstruction Conference and notify the parties concerned.
17. Contractor must provide a site safety plan to meet all OSHA standards.

VIII. CONTRACTORS USE OF PREMISES

1. The Contractor shall confine their operations, including storage of supplies, equipment and materials to the Work Area limits shown on the Drawing or as otherwise approved by the Engineer and Owner.
2. The areas and/or spaces, including their access, shall be maintained free and clear throughout the Contract term.
3. Parking for Contractor's employees will be limited to an area (or areas) designated by the Owner. Contractor shall be responsible for the security of their own equipment and materials on the site.

IX. OCCUPANCY

1. Owner will occupy premises during entire construction period to conduct of normal operations for sales within the building. The Contractor shall cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

X. CUTTING AND PATCHING

1. Cutting and patching is not anticipated within the existing store. It is required that the contractor install conduit within the building footprint during the remodel of the store.
2. Should cutting or patching be required, the contractor will need to return finish surface back to condition prior to cutting and patching.

XI. CONSTRUCTION SCHEDULE

1. Within 7 calendar days after receiving the Notice to Proceed, the Contractor shall submit to the Owner for review and approval a Construction Progress Schedule listing anticipated dates for the occurrence of major project milestones including but not limited to: submitting documentation for the new tank shop drawings, the delivery date for the tank, removal of the existing tank and installation of a new tank and project completion.
2. Temporary Sanitary Facilities. The Contractor shall ensure that sufficient port-a-potties are on site with routine cleaning for the duration of the project.
3. Fire Protection. During construction, the Contractor shall be responsible for loss or damage by fire to the work of the Contract until completion. Any fire used by the Contractor for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in any building in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to any building including any temporary construction trailer at any time. The Contractor shall assign a responsible onsite employee to be in charge of fire protection measures during construction. Furnish, at a minimum, two fire extinguishers in accordance with requirements of NFPA 10 and 30A.

XII. CONSTRUCTION EQUIPMENT

1. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to ensure convenience and safety in the execution of the Contract. All such items shall comply with OSHA regulations and applicable local and state codes, statutes, rules and regulations.

XIII. PROTECTION

1. Protect buildings, equipment, furnishings, grounds, and plantings from damage. Any damage shall be repaired or otherwise made good at cost of the Contractor.
2. Provide protective coverings and barricades to prevent damage or physical injury. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and facility personnel from injury.
3. Provide temporary protection for installed products. Control traffic in the immediate area to minimize damage.

XIV. SECURITY

1. Provide security program and facilities to protect work equipment and area from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.
2. The Contractor shall be solely responsible for damage, loss, or liability due to theft or vandalism of the Contractor's equipment and materials.
3. All employees of the Contractor and any subcontractors shall be prohibited from carrying such items as weapons, drugs, or alcohol to the site.

XV. TRAFFIC WAYS

1. The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access unless otherwise approved by the Owner. Public roadways shall not be blocked by standing trucks, parked cars, material storage, construction operations, or in any other manner.
2. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap, waste, or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by Contractor at its own expense.

XVI. TRANSPORTATION, STORAGE AND HANDLING

1. Materials and equipment shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in their original, unbroken package.
2. Store products in accordance with manufacturer's instructions with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity range required by manufacturer.
3. Contractor shall place and store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
4. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions. Keep a log showing date, time, and problems, if any.

XVII. FINAL CLEANING

1. The Contractor, preparatory to final inspection, shall provide final cleaning of all work in readiness for use and occupancy of the project by the Owner.
2. If the Contractor fails to clean up, the Owner may do so, and the cost thereof shall be charged to the Contractor and may be deducted from any payment made to the Contractor by the Owner.

XVIII. PROJECT RECORD DOCUMENTS

1. The Contractor shall keep one copy of the Specifications, Drawings, Addenda, approved Shop Drawings, Change Orders, Schedules, and Instructions in good order at the site and marked to record all changes made during construction. The documents shall be available to the Owner, or their authorized representatives at all times.
2. Record Drawings During Construction: At the conclusion of construction, the Contractor shall turn one set of the marked-up drawings with recorded changes over to the Owner.

XIX. OTHER SPECIFICATIONS REQUIREMENTS

1. Demolition
 - a. Confine apparatus, storage of material, demolition work, new construction, and operations of workmen to the designated work area and other areas that will not interfere with continued use and operation of the entire facility.
 - b. Provide and maintain lights, barriers, and temporary passageways for free and safe access.
 - c. Wet down work during demolition operations as necessary to prevent dust from arising.
 - d. All curbing and concrete ground covers shall be neatly saw cut through their entire thicknesses.
 - e. Provide shoring or bracing where necessary to prevent settlement or displacement/undermining of existing or new structures.
 - f. Plug with non-shrinking water plug or mortar any remaining holes resulting from removal of vent pipe brackets, return and supply pipes, and other conduits that are removed or abandoned due to demolition and/or removal and match the surfaces to those existing.
 - g. The Contractor shall notify and shall be required to receive approval to start from the Owner at least seven (7) calendar days prior to the start of the tank emptying and excavations. The tank shall be removed and disposed of in accordance with the requirements of RCSCA 22a-449(d), NFPA 30, NFPA 326, API 1604, and API 2015.
 - h. Removal of a tank shall include all necessary pumping out of excess product and residue, purging, rendering vapor free, etc. The tank and product removed shall become the responsibility of the Contractor to be disposed of and shall be removed from the site and disposed of in accordance with all applicable tribal, state, and federal laws and regulations.
 - i. The Contractor shall prevent surface waters from entering the tank grave during excavation.
 - j. The Contractor shall not be entitled to additional compensation for compliance with these requirements.
 - k. During removal of the tank and/or appurtenances, if the Contractor encounters material that is believed to be contaminated or hazardous, the Contractor shall cease work in the area and notify the Owner's Rep.
 - l. The Owner will approve for the sampling and characterization of suspected contaminated soils and if confirmed, notify the Oil and Chemical Spill Response Division of the Bureau of Waste Management, State of Montana Department of Energy and Environmental Protection.
 - m. There shall be no work in any area identified as having contaminated or hazardous material or suspected of having contaminated or hazardous material without prior approval of the Owner.
2. Fill
 - a. Processed Aggregate Base Course: The subbase shall consist of a clean soil aggregate mixture of gravel and/or broken stone aggregate, placed to be placed below the sidewalk or where directed by the Owner or Owners Representative, and constructed in accordance with these specifications. The material shall also be certified clean and meet 95% compaction.
 - b. Pea Gravel: Shall be according to the tank manufacturer's requirements and shall be rounded stone and shall not contain reclaimed miscellaneous aggregate. Pea gravel shall be used as backfill around and over the USTs and for the pipe bedding and cover (at least over the piping). The material shall also be certified clean and meet the soil requirements specified herein.
 - c. Free Draining Material: This material shall be furnished and placed in accordance with these specifications

and used as trench backfill / pipe cover, or as ordered by the Engineer, or wherever specified. Material for this work shall not contain reclaimed miscellaneous aggregate. The material shall also be certified clean and meet the soil requirements specified herein.

- d. Topsoil: The topsoil shall also be certified clean and meet the soil requirements specified herein. Topsoil can only be used in landscape areas.
- e. Geotextile Fabric: the material shall consist of a Mirafi 140 N or equivalent.
- f. Turf Establishment: Any grass that is disturbed as a result of the work will be replaced with native sod or seeding.

3. Excavation

- a. All excavation will be conducted in such manner as to eliminate all possibility of undermining or disturbing foundations of existing structures or of work previously completed under this contract.
- b. Excavation, trenching and shoring requirements for the protection of employees and buildings shall be in accordance with OSHA Regulations, 29 CFR Part 1926 Subpart P Length of trench open at any one time will be controlled by conditions and subject to any limits that may be prescribed by the Owner.
- c. All pavement and concrete will be cut through entire depth with pneumatic tools, without extra compensation to Contractor.
- d. Utilities damaged by the Contractor shall be repaired with equal materials in a schedule and to the specifications of the Owner.
- e. Whenever the Contractor encounters or damages previously unknown or undocumented existing structures as described below, they shall perform all or a portion of the work described as directed in writing by the Owner to change the location of, remove and restore, or replace such structures, or to assist the Owner thereof in so doing. For all such work outside the written scope of work, the Contractor shall be paid as Extra Work.
- f. In relocating such interfering existing pipes or other structures, the Owner shall include for payment only those new materials and labor which are necessary to replace those unavoidably damaged.
- g. Restoration of existing property or structures should be done as promptly as practicable and not left until the end of the construction period. If material unsuitable for foundation (in the opinion of the Third-Party Testing Company) is found at or below the grade to which excavation would normally be carried out in accordance with the drawings and/or specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted, material of a type as directed. For all such work the Contractor shall be paid as Extra Work.
- h. Unless otherwise directed by the Owner, surplus excavated materials not needed and uncontaminated shall be hauled away and disposed of by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him and in accordance with all federal, state, and local laws and regulations. Excavated soil suspected of contamination may not be removed from the site prior to sampling and chemical analysis and written approval from the Owner.
- i. The Contractor shall conduct his operations and maintain area of his activities, including sweeping and water sprinkling of paved surfaces and covering of soil stockpiles as necessary, so as to minimize the creation and dispersion of dust. If the Owner decides that it is necessary to use additional water for more effective dust control, the Contractor shall furnish and apply additional water at no additional cost, as directed.
- j. Reuse of existing materials for backfill shall be preapproved by the Owner and the Owner's third-party testing company. If sufficient suitable material is not available from the excavations, the backfill material for the UST and piping shall be pea gravel to at least 12-inches above the UST and 6-inches above the piping. Trench and pavement subgrade backfill shall be mechanically compacted in 8-inch lifts maximum with a vibratory plate compactor using a minimum of four passes.
- k. Pea gravel around the UST shall be placed according to the tank manufacturer's specification.
- l. Pea gravel shall be separated from upper free draining materials with geotextile fabric. The depth of burial of the tank shall conform with manufacturers requirements and NFPA 30 and 31. See soil boring report in Appendix B.
- m. Discontinue digging, by machinery, when excavation approaches pipes, conduits, or other underground structures. Continue excavation by use of hand tools. Include such manual excavation, in work to be done, when incidental to normal excavation and under items involving normal excavation.
- n. Excavate test pits when determination of exact location of pipe or other underground structure is necessary

for doing work properly.

- o. Topsoil shall be placed and shaped to a minimum of 4". Topsoil source information and samples shall be provided to the Owner's Rep for review to document that the soil is free of contamination and clean in accordance with these specifications.

4. Drainage and Dewatering

- a. Contractor shall protect subgrades soils from softening, undermining, washing out, and damage by rain or water accumulations.
- b. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.
- c. Prevent surface water from flowing into excavations and from flooding the project area, as well as surrounding areas. Do not allow water to accumulate in excavations. Provide suitable temporary pipes, flumes or channels for water that may flow along or across the site of work.
- d. The Contractor shall be prepared to install a sump(s) for dewatering the excavation and shall supply all sump materials, pump(s), hoses and tank for temporary water storage and particulate settlement. Under the direction of the Owner or Owner's Rep, the Contractor shall be prepared to dispose of recovered water. When directed, the Contractor shall test and dispose of liquid products in accordance with approved procedures, meeting local, state, and federal laws and regulations. The potential exists for contaminated groundwater to be present in trenches and tank excavations.
 - i. The Contractor shall not dispose of any contaminated water into sanitary sewers or stormwater drains. Alternatively, recovered water may be discharged with the approval of and under the direction of the Owner.
 - ii. Contaminated water shall be paid for at the unit price listed in the proposal for contaminated ground water removal and disposal.
- e. All pumped or drained water shall be disposed of or discharged, as directed by the Owner, without undue interference to other work, damage to pavements, other surfaces, or property.

XX. SUBMITTAL OF PROPOSAL

A. PROPOSAL REQUIREMENTS

1. The proposal form is included in this document and shall be completed in total and signed by an authorized representative of the Bidder.
2. The price must be guaranteed for a period of ninety days after the bid closing date.
3. The price shall be a lump sum, all-inclusive including any and all costs.
4. Exclusions to any of the work shall be clearly stated within the proposal.
5. When standards are specified, it is meant to establish a quality standard and is not intended to eliminate companies of equal or greater quality. The IMDG Procurement Manager must approve of any changes to the requirements.
6. Proposers shall include a completed Form W-9 with the proposal.

B. STATE and LOCAL TAXES

1. This project is state tax-exempt and taxes should not be included in the bid. Taxes applicable to the project will not be included in the bid.

C. TERO FEES

1. In addition to other compliance requirements, the selected company that is awarded the work is responsible for paying the FBIC TERO **fee of four percent (4%) of the contract award**. This must be included in the contractor's proposal amount.

D. TERMS OF PAYMENT

1. The schedule of payments will be outlined in a mutually agreed upon contract between IMDG and the selected bidder.
2. IMDG will make payment directly to the TERO office deducting the amount from each submitted invoice.

3. All contractors and subcontractors will adhere to the Federal Davis Bacon Act when setting the rate of wages for all employees. A certified payroll from all contractors and subcontractors will be submitted with each invoice. Failure to adhere to the Federal Davis Bacon Act will result in non-payment of invoices and possible cancelation of the contract.

E. WORKLOAD

1. The bidders will state their current workload (e.g., jobs in progress at the time of bid) and will clearly indicate their ability (by statement) to perform in accordance with the schedule enclosed herein.

F. DISCREPANCIES.

1. In the event of conflicts, discrepancies, errors, omissions, or work shown but not specified or vice versa, it shall be brought to the attention of Victoria Flowers, Owner's Representative, in writing, and requesting clarification in the matter.
2. Irregularities in the documents shall not constitute a basis for a claim since the work shall be considered whole and complete as contained in the documents.

G. INSURANCE REQUIREMENTS.

1. The selected contractor must maintain the following forms of insurance for the duration of the project.
 - a. \$1,000,000 for General Liability Insurance
 - b. Vehicle Insurance
 - c. Workers Compensation
 - d. Bonding for the price of contract upon selection

H. QUALIFICATIONS OF THE BIDDER

1. The Bidder shall furnish to the OWNER all such information and data as requested for the purpose to review qualifications. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work as described by the Contract Documents. Conditional Bids shall not be accepted.
 - a. Each company shall submit the following information:
 - i) The address of and description of the company's plant or permanent place of business.
 - ii) A Financial Statement of the Bidder indicating financial resources to meet any obligations arising from the work.
 - iii) A list of projects similar in nature, which have been satisfactorily constructed by the Bidder.
 - iv) A listing of technical experience of personnel guaranteed to be employed in responsible charge of the work.
 - v) Description of how the bidder plans to keep the facility open for retail sales during the entire construction project.
 - vi) Such additional information will satisfy the OWNER that the Bidder is adequately prepared to fulfill the Contract.
 - b. Similar information may be required from any proposed Subcontractor or Equipment Manufacturer, should the OWNER feel that such information is necessary to determine which Bid will be in the best interest of the OWNER.

I. RIGHT TO ACCEPT OR REJECT PROPOSALS

1. The OWNER reserves the right to reject any or all Proposals, to waive any irregularities or informalities in the Proposals, to disregard all non-conforming or conditional Proposals and to accept any Proposal, which will best serve the interests of the OWNER, all subject to the requirements of applicable Federal procurement regulations.
2. A Proposal which has not been prepared in accordance with these instructions or which does not contain an adequate and reasonable Bid, or Unit Price for each item in the Bid Form, may be considered irregular and subject to rejection.
3. Errors in extension of Unit Prices will be corrected, providing the Unit Price is legible and found to be in compliance with the Specifications. The total Bid will be adjusted in accordance with the corrected extensions.

J. ASSUMPTIONS

1. The Proposer is responsible for identifying assumptions that the proposal is based on.

K. INDIAN PREFERENCE

1. This solicitation is subject to the Indian Preference procedures set forth in 24 CFR 1000.52; and, generally, the provisions of 2 CFR 200 Methods of Procurement; and the Fort Belknap Tribal Employment Rights Ordinance (TERO). Bids will be accepted from both Indian and Non-Indian owned bidders.

XXI. CONTRACT AWARD

1. No awards shall be made until the Proposals opened can be compared, tabulated and reviewed by the OWNER. Contract award shall be by OWNER action, and the Company to whom the award will be made will be notified by the OWNER at the earliest possible date.
2. **The award of the contract related to this RFP is not based solely on low bid.** The contract award will be made based on the overall experience, credentials, cost, and reuse of existing structures among other factors. The IMDG Procurement Manager reserves the right to reject any or all bids, to waive any informality in any bid, and generally take such action as shall be in the best interest in accordance with IMDG Procurement Policies and Procedures and the Fort Belknap Indian Community's (FBIC's) Tribal Procurement Policies, and the US Federal Government's 2021 American Rescue Plan Act (ARPA) compliance requirements.
 - a. In the selection of the General Contractor, Owner shall comply with FBIC Tribal Employment Rights Office (TERO) requirements and applicable guidance outlined in the FBIC's TERO Ordinance and Tribal Council resolutions and will exercise Indian Preference during the selection process. Any bidding firm seeking Indian Preference must be certified by Ms. Nancy Boushie at the FBIC TERO office. Only certified bidders will be awarded Indian Preference. The full selection criteria can be found in Appendix E.
3. After the receipt of proposals, the selection committee will review the credentials of each firm. IMDG reserves the right to select based solely on the strength of the proposals. Firms may be shortlisted and selected for an interview by, a committee that will evaluate, select, and recommend the firms deemed best qualified to undertake a project of this size and scope, based on the quality of work as judged from previous experience, references, staff capabilities, and cost. IMDG reserves the right to reject any and all proposals.
4. Respondents will be evaluated according to the following criteria. Any qualified and certified native-owned firm verified by the FBIC TERO office will receive an additional 15% of the total points available.
 - a. Relevant Experience (20 Points)
 - b. Qualification of Staff (10 Points)
 - c. References (10 Points)
 - d. Overall Approach and Strategy Described/Outlined in Proposal (15 Points)
 - e. Capacity to Perform Work in Specified Timeframe (20 Points)
 - f. Cost Estimate (25 Points)
 - g. Native Owned (Tero Certified) Business Preference (15 Points)

APPENDIX A

Proposal Form

Little River Trading Post Project

Island Mountain Development Group Project

Date: _____

Company Name of Bidder: _____

Hereinafter called "Proposer",

a (corporation) (partnership) (circle one)

Of the State of _____

To: IMDG Finance & Procurement Team

The Proposer, in compliance with the Request for Proposals and supporting documents for the **Little River Trading Post Project**; and having examined the Scope, Plans, Specifications and Timeline of the proposed project including the availability of materials and labor; hereby proposes to furnish all labor, materials, equipment and supplies necessary to satisfactorily complete the build in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The undersigned, as Proposer, declares the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other firm, and the undersigned will take in full payment, therefore, the following Base, Bond, Warranty, Unit and Alternate Prices to with:

Total Bid Amount

\$ _____

Current Work and Proposed Schedule

We currently have _____ jobs scheduled for the (Project Time Frame).

Barring unforeseen circumstances, we propose to have the infrastructure completed by:

_____.

Qualifications

The undersigned must answer the following questions listed below in their bids to enable IMDG's selection committee to judge the firm's experience and ability in and facilities for the work purposed to be done.

- How many years has your organization been in business.

- Examples of similar construction project experience in past 5-years:

- Resumes for key staff to include but not limited to CEO, project manager, and other professional services.

Proposer Acknowledgement

The undersigned hereby certifies that he/she can furnish required labor and materials and can work collaboratively with all other parties involved in this Project; and complete the Project in the required timeframe.

The undersigned hereby acknowledges that he/she has read this Request for Proposal and attachments; and has reviewed a copy of the Plans and Specifications in their entirety and understands and agrees to all provisions contained in said documents.

Respectfully submitted:

(Type/Write Firm Name)

By: _____

(Authorized Signature)

Firm Information

Contact Person: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

END OF BID FORM

APPENDIX B

- **Subsurface Conditions (Soil Borings) - available upon request**

APPENDIX C

- **UST Existing Site Layouts - available upon request**

APPENDIX D

- **New Site Layout - available upon request**

APPENDIX E

Little River Trading Post	
EVALUATION CRITERIA	Points
Relevant Experience	20
Qualifications of Staff	10
References	10
Overall Approach and Strategy Described/Outlined in the Proposal	15
Capacity to Perform Work In Specified Timeframe	20
Cost Estimate	25
TOTAL	100

NATIVE OWNED (TERO CERTIFIED) BUSINESS PREFERENCE	15
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