

# **REQUEST FOR PROPOSAL (RFP)**

## **MFIMW MACROINVERTEBRATE ANALYSIS**

### **Data analysis and report**

**SEPTEMBER 2022**

#### Bidder Timeline

Bid Posted: September 14, 2022  
Deadline for Clarifying Questions: October 11, 2022  
Final Addenda Released: October 13, 2022  
Bids Due/Opened: October 27, 2022, 4pm  
Award Notification: November 10, 2022

#### Contract Timeline

Contract Negotiation: November 10-17, 2022  
Contract Signing: November 10-17, 2022  
Work Begins: January 2023  
Phase I Completed: February 28, 2023  
Phase II Completed: October 31, 2023

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## **NORTH FORK JOHN DAY WATERSHED COUNCIL**

**Kristen Walz, Executive Director**  
**Javan Bailey, Project Manager**

**691 HWY 395 N.**  
**LONG CREEK, OR 97856**  
**(541) 421-3018**

## Invitation To Bid

The North Fork John Day Watershed Council (hereinafter called COUNCIL) is seeking contracted services for analyses and reporting on 13 years of macroinvertebrate data. The first round of analyses will be presented to the COUNCIL by the end of February 2023 and the final report will be completed by November 2023. No field work is required for the scope of work. Presented budget may not exceed \$40,000.

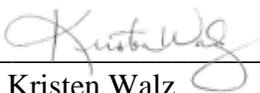
Individual bids will be received from qualified contractors by the COUNCIL at 691 Hwy 395 N (PO Box 444), Long Creek, OR 97856 until **October 27, 2022 at 4pm.**

As stipulated in the instructions to bidders, individual sealed envelopes and emails containing bids and supporting materials shall be marked **MFIMW Macroinvertebrate Analysis.**

Bids received after the established deadline may not be considered.

The COUNCIL may reject any bid not in compliance with all prescribed bidding procedures and requirements, and reserves the right to reject for good cause any or all bids in whole or in part upon the finding of the COUNCIL that it is in the interest of the COUNCIL to do so, to waive irregularities not affecting substantial rights, and to postpone the award of the work as necessary for a period of time not to extend beyond thirty (30) days from the bid opening date. Bid prices quoted shall remain firm for a period of forty-five (45) days from the date of bid opening.

North Fork John Day Watershed Council

By:  \_\_\_\_\_  
Kristen Walz  
Executive Director, Executive Director

Date: September 14, 2022

## **Background**

The Middle Fork John Day River Intensively Monitored Watershed (MFIMW or IMW) is located in the John Day River Basin. The John Day River is the second longest free flowing river in the lower 48 and has minimal hatchery fish influence, creating a relatively unique opportunity for uplifting wild salmonid populations. This system provides important spawning and rearing habitat to migratory salmonids as well as providing habitat for resident fish, lamprey, freshwater mussels and other terrestrial wildlife. Past management practices and climate change have contributed to degraded riverine habitats and decreased fish populations. The MFJDR was home to a Sumpter Valley Railway spur line. In the 1910s, extensive railroad construction effectively disconnected the river and tributaries from the floodplain. Additionally, large parts of the MFJDR and tributaries were impacted by mining, channel-straightening, beaver removal, logging, fire suppression and grazing. All of these practices degraded the riparian ecosystem.

The MFIMW was created in 2007 for the purpose of monitoring fish population response to restoration actions in order to better understand the relationship between fish and habitat. Because biotic factors such as macroinvertebrates are key indicators of ecosystem function, our work seeks to track trends in changing macroinvertebrates pre and post restoration actions.

The North Fork John Day Watershed Council (NFJDWC) collects drift and benthic macroinvertebrate samples annually following a protocol modified from the Columbia Habitat Monitoring Program Macroinvertebrate Sampling protocol (Bouwes et al. 2011). See appendix F for map of sampling sites. Benthic samples are collected using a 0.09 m<sup>2</sup> benthic invertebrate sample kick net and drift samples are collected using nets with 1000µm mesh and 40cm X 20cm mouth. Drift samples are collected at 14 sites in the MFJDR and benthic samples are collected from 10 sites in the MFJDR and 10 sites in the South Fork John Day River (SFJDR). The SFJDR has been treated as a reference stream for steelhead and benthic macroinvertebrate samples are collected in this system as well. Our drift samples are processed by Rhithron Associates, Inc. and our benthic samples by Cole Ecological, Inc.

In 2021, the NFJDWC convened an IMW macroinvertebrate sub-group for the purpose of engaging partners in discussions concerning the 12 years of available macroinvertebrate data. In total we held four sub-group meetings that were attended by nine agencies/organizations and 13 individuals. The result was the following scope of work. Our goal is to select a contractor who can answer the proposed questions as well as provide any additional relevant questions/analyses. The phased process will allow for active involvement between the selected contractor and the macroinvertebrate sub-group to direct a final report to be included in the IMW 15-year report.

## **Categorization of Restoration Types**

Since one of the main goals of sampling is to identify any changes to macroinvertebrate populations resulting from restoration actions, it is important to track what kind of restoration actions were implemented in each sampling reach. The current restoration categories are as follows:

- Active—work was completed within the stream channel. This category includes placing LWD as well as channel reconfiguration.
- Passive— livestock and/or wildlife were excluded through fencing or plants were installed along the riparian corridor
- Active & Passive—a combination
- None—no recorded restoration actions occurred.

The attached spreadsheets (Appendices D & E) give more details on restoration actions at each location. This includes the year restoration occurred, distance from the sampling site (eg. Within 50-meters of start), and more specifics on the restoration type (eg. Engineered log jam, channel reconfiguration).

Note: Modifications may be made to the restoration inventory spreadsheets throughout the process.

## **Scope of Work**

**Phase I.** Contractor will conduct analyses answering the proposed questions and present results to IMW sub-group.

Task 1. Complete analyses looking for trends in the data (see phase 1 questions) and provide a draft report of methods and results.

Task 2. Present findings to IMW sub-group via a 2-hour zoom meeting and answer questions to help guide phase II analyses.

**Phase II.** In cooperation with the COUNCIL and the IMW sub-group, contractor will complete any additional analyses as well as write a final report for the 15-year IMW report. Additionally, contractor will give recommendations for a more robust sampling plan that will meet the IMW's needs while maintaining a similar workload.

Task 1. Additional analyses (see phase II questions)

Task 2. Submit draft IMW report (see Appendix C for format) and incorporate revisions into a final report.

Task 3. Recommendations for future work

### *Phase I Questions*

#### Questions for Benthic dataset

1. How do macroinvertebrate communities change through time at each individual site in the MFJDR?
2. How do macroinvertebrate communities vary across sampling sites for a given year in the MFJDR?

3. For each site in the MFJDR and SFJDR which direction is the O/E (for benthic data) trending?
4. Are there differences or overall trends between or across watersheds (MFJDR and SFJDR)?

#### Questions for Drift dataset

1. How does macroinvertebrate biomass change through time and space at each individual site?
2. How does macroinvertebrate community composition change through time and space?

#### Benthic and Drift Dataset Comparison

1. Are there similarities in trends between drift and benthic samples?

### *Phase II Potential Questions*

#### Questions for Benthic dataset

1. What are the mechanisms driving the stability or shift in macroinvertebrate communities through time or space (i.e. is the shift related to restoration)?
2. For each site where a shift in macroinvertebrate community structure occurred, what does the shift in community structure look like? Is it a shift in functional feedings groups, sensitive taxa, etc.?
3. How do shifts in macroinvertebrate community structure compare among sites with differing levels of habitat improvements? (thinking about grouping by passive, active, passive-active, none)

#### Questions for Drift dataset

1. How do shifts in macroinvertebrate community structure and biomass compare among sites with differing levels of habitat improvements? (thinking about grouping by passive, active, passive-active, none)
2. For each site, where a shift in macroinvertebrate community structure occurred, what does the shift in community structure look like? Is it a shift in functional feedings groups, sensitive taxa, etc.?

## **Summary of macroinvertebrate data**

12 years of *Benthic* data: 10 sites in SFJDR and 10 sites in the MFJDR

Summary of a variety of metrics already calculated

Analytical lab is Cole Ecological

- Richness Metrics (Total richness, mayfly richness, stonefly, caddisfly, EPT)
- Tolerant/Intolerant (# & % sediment tolerant taxa, # & % sediment sensitive taxa, # & % tolerant taxa)

- % Functional feeding group composition (Collector-Filterer, Collector-Gatherer, Macrophyte-Herbivore, Omnivore, Parasite, Piercing Herbivore, Predator, Scraper, Shredder)
- Diversity Indices (Shannon (H), Evenness (EH), Simpson (D), Evenness (ED))
- PREDATOR model: Observed, Expected (both >0.0% and >0.5%), O/E (both >0.0% and >0.5%), BC (Bray-Curtis similarity between expected and observed assemblages)

13 years of *Drift* data: 14 sites in the MFJDR

Analytical lab is Rhithron

- Sample biomass by aquatic/aquatic\_terrestrial/terrestrial
- Taxon by lifestage (adult, larva, pupa, immature, unknown) and size class (0-3mm, 3-6, 6-9, ect.)

### **Additional information**

Data collected from 2022 may not be available until April 28, 2023, but shall be incorporated into the dataset analyzed in Phase II.

## **INSTRUCTIONS TO BIDDERS**

### **1. SCOPE OF WORK**

The COUNCIL is inviting bids from qualified vendors to furnish all equipment, labor, tools, transportation and services necessary, and reasonably incidental to the completion of MFIMW Macroinvertebrate Analysis as defined in the Scope of Work and as directed by COUNCIL.

### **2. EXAMINATION OF WORK**

It is understood that the bidder, before submitting the bid, has made a careful examination of the contract; that the bidder has been fully informed as to the character of the work required; and that the bidder has made a careful examination of the location and conditions of the work location. COUNCIL will in no case be responsible for any loss or for any unanticipated costs that may be suffered by CONTRACTOR as a result of CONTRACTOR's failure to acquire full information in advance and in regard to all conditions pertaining to the work.

### **3. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS**

- A. If a bidder finds discrepancies in, or omissions from, the documents, or if the bidder is in doubt as to their meaning, the bidder shall immediately notify the COUNCIL.

- B. All addenda will be covered in the Bid Proposal. In closing the Contract, all addenda will become a part of that contract.

#### 4. PREPARATION OF BID PROPOSAL

- A. The bidder shall submit their proposal on the Bid Proposal form. The bidder shall specify the bid item unit price; both written out in words and in figures, in addition to providing the total item amount (unit price multiplied by the approximate quantity) and total extended amount (sum of all total item amounts) in figures. All words and figures shall be in ink or typed.
- B. Bidder shall provide 3 professional references for similar work completed under contract within the last 5 years. Bidder shall also provide bidder account of subcontractor qualifications and experience as it pertains to the RFQ.
- C. If an amount entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new bid amount entered above or below it, and initialed by the bidder, also with ink. In a case of discrepancy between the prices written out in words and those written in figures, the prices written in words shall govern.
- D. Bidders may make requests for information or ask clarifying questions while preparing the Bid Proposal. Requests shall be presented to the COUNCIL **no later than October 11, 2022**. Bidder requests shall be received by email at [info@nfjdw.org](mailto:info@nfjdw.org) or by calling (541) 421-3018.
- E. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the CONTRACTOR legally qualified and acceptable to the owner.

#### 5. PRE-BID INQUIRIES

Technical questions regarding implementation and requests for clarification shall be directed to [info@nfjdw.org](mailto:info@nfjdw.org) or (541) 421-3018, and must be received no later than **October 11, 2022**.

#### 6. RESIDENT BIDDER

Bidder shall indicate their Resident Bidder status on the Bid Proposal form. "Resident Bidder" is one who has a business address in Oregon and has paid both income and unemployment taxes in Oregon for twelve (12) consecutive months preceding the bid close date.

7. BID SUBMITTAL AND MODIFICATION

- A. Bid response materials must be marked: **MFIMW Macroinvertebrate Analysis.** Bids shall be submitted through one of the following: 1) post mail to P.O. Box 444, Long Creek, OR 97845, 2) email to [info@nfjdw.org](mailto:info@nfjdw.org), or 3) **scheduled hand delivery** at 691 HWY 395 North, Long Creek, OR 97845.
- B. A bidder may not modify any bid after it has been deposited with the COUNCIL. A bidder may rescind a bid and deposit a new bid with the COUNCIL at any time prior to the bid deadline.

11. BID OPENING

All bids will be opened by the COUNCIL on **October 27, 2022** at 4pm at 691 HWY 395 North, Long Creek, OR 97845.

12. ACCEPTANCE OF BID

COUNCIL reserves the right to reject any bid that does not comply with all prescribed bidding procedures and requirements, and may reject for good cause any bid or all bids upon a finding it is in COUNCIL’s interest to do so. Bid proposals may be considered irregular and therefore may be rejected if the bidder adds/alters any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

13. BID EVALUATION CRITERIA

The following is a summary of evaluation criteria with point values assigned to each. These weighted factors will be used in the evaluation of individual bidder proposals by sub-category. COUNCIL may contact Bidder prior to bid evaluation if clarification or questions arise.

Table 1: Evaluation Point Summary

<i>MFIMW Macroinvertebrate Analysis Scoring Table</i>				
<b>Cost (20 points):</b>				<b>Score</b>
[Lowest Responsive Bid/Bidder's Bid Amount*] x 20 (0-20)				
<b>Contractor Qualifications and Experience (35 points):</b>	Reviewer 1	Reviewer 2	Reviewer 3	<b>Average</b>
Relevance of described work experience and qualifications to project				
<b>Quality of Proposal (45 points):</b>	Reviewer 1	Reviewer 2	Reviewer 3	<b>Average</b>
Provides enough information to meet the Scope of Work				

	<b>Total Score</b>
<b>Total Score (out of 100)</b>	

- A. Evaluation criteria will be based on the following questions.
  - a. Does CONTRACTOR give adequate qualifications for staff who will complete the work?
  - b. How well does CONTRACTOR demonstrate their ability to identify and apply best available science in conducting technical work?
  - c. How well does the CONTRACTOR demonstrate their ability to work collaboratively with COUNCIL and IMW sub-group?
  - d. Does the proposal demonstrate CONTRACTOR’s ability to successfully complete all tasks in the Scope of Work within the established timeline?
  - e. Does the proposal adequately describe data analysis plans for answering questions defined in the Scope of Work?
  - f. Does the proposal describe how well the CONTRACTOR can accommodate the level of work assigned under this contract, including any limitations?

14. FORM OF AGREEMENT BETWEEN COUNCIL AND CONTRACTOR

The form of the Contract to be executed between COUNCIL and CONTRACTOR for performance of the work is attached and included in the Bid Documents.

15. EXECUTION OF CONTRACT

- A. Notwithstanding any delay in the preparation and execution of the Contract, each bidder shall be prepared upon written notice of bid acceptance, to commence work on or before the date advertised in the Invitation to Bid, following receipt of notice to proceed from the COUNCIL. Work is expected to be completed within timelines established in the Contract.
- B. The successful bidder shall assist and cooperate with the COUNCIL in preparing the Contract. The Contract shall be ready for all signatures within five (5) business days following bid selection. CONTRACTOR shall return the Contract to the COUNCIL within five (5) business days of Contract receipt.
- C. CONTRACTOR shall contact the COUNCIL at least 24 hours prior to commencement of work.

16. TAX COMPLIANCE CERTIFICATION

Pursuant to ORS 305.385, successful bidder shall certify that it is in compliance with Oregon's tax laws.

**BID PROPOSAL**

Date: \_\_\_\_\_, 2022

North Fork John Day Watershed Council  
691 Hwy 395 N.  
Long Creek, Oregon 97856

Attention: Kristen Walz, Executive Director

Proposal shall include the following elements:

1. A narrative proposal no more than 4 pages in length that describes the Contractor's:
  - a. Staff who will be executing the work described in the RFP
  - b. Staff and entity qualifications, including demonstrated experience and success analyzing macroinvertebrate data and producing reports.
  - c. List of up to five (5) reports/publications the Contractor has produced that are relevant to the Scope of Work.
  - d. Description of methods to complete the tasks in the Scope of Work (eg. Examples of analyses used to answer the questions listed in the Scope of Work)
  
2. Bidder references
  - a. Bidder shall provide three (3) professional references for similar work performed within the last five (5) years, including a brief description of the work, and contact information for a contract representative who can speak to the quality of the bidder's performance
  
3. Budget/Cost
  - a. Bidder shall provide a one-page budget estimating the cost for performing each task in the Scope of Work
  - b. Budget may not exceed \$40,000

COUNCIL'S RIGHT RESERVED:

To reject any or all bids, to waive informalities, and to accept only such bids as may appear to COUNCIL'S own best interests.

It is understood that time is of the essence in the execution of the Contract. In order to assure the success of this project, the completion date designated herein may be a prime consideration in

the award of the Contract.

CONDITIONS:

COUNCIL reserves the right to reject any and/or all bids and to waive all formalities.

CONTRACTOR shall comply with the requirements of the Oregon prevailing wage rates under ORS 279C.800 to 279C.870 or federal Davis-Bacon prevailing wages, whichever is higher.

The undersigned certifies compliance with State statutory requirements governing registration of corporation and/or assumed business name.

The bidder shall state whether bidder is doing business as an individual, a co-partnership or as a corporation. If a co-partnership, all partners are named and the person signing on behalf of the co-partnership states Bidder's position with the co-partnership. If a corporation, the Bidder gives the state of incorporation, whether it is licensed to do business in the State of Oregon, and the position of the person signing on behalf of the corporation.

The undersigned Bidder hereby represents that this bid is made without connection with any person, firm or corporation making a bid on the same material, and is in all respects fair and without collusion or fraud.

The undersigned Bidder hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontractors.

Bidder certifies that it does not discriminate in any way whatsoever, on the basis of race, creed, color, national origin, or by any other means.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Bidder is a Resident Bidder? (Yes or No) \_\_\_\_\_

By signing and returning this bid proposal form, the Bidder is acknowledging acceptance of and the intent to abide by the terms and conditions included as set forth in the bid documents.

BIDDER REGISTERED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*Bid Proposal – Page 3 of 3*

STATE IN WHICH INCORPORATED: \_\_\_\_\_

BY: \_\_\_\_\_ (signature)

NAME/TITLE: \_\_\_\_\_ (please type or print)

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

*End Bid Proposal*

## **Appendices**

**Appendix A. Benthic data from 2019 (.xlsx)**

**Appendix B. Zipped drift data from 2019 (.xlsx)**

**Appendix C. Final report outline**

**Appendix D. Benthic macros restoration inventory (.xlsx)**

**Appendix E. Drift macros restoration inventory (.xlsx)**

**Appendix F. Maps**

**Appendix G. History of sampling and naming conventions**

**Appendix H. Sample contract**

# IMW Individual Report Sections

## ABSTRACT

What are your top-priority study findings, interpretations and lessons learned?

## INTRODUCTION

### Background

Relevant to your individual section. Overall IMW background will be covered.

### Goals and objectives

Relevant to your individual section.

### Hypotheses

Relevant to your individual section.

### Site Selection

How and why did you select your specific sites? Include maps?

## METHODS

Describe your methods, field and analytical.

## RESULTS

### Summary of Analyses

What are the findings of your individual section?

The AFS Guide for Authors (2017) states:

As a rule, it is preferable to present detailed results in tables and/or figures and to devote the text to summary statements and analyses. Display data in tables if numerical precision is important, in figures if trends are paramount.

### Interpretation of findings

## DISCUSSION

Please include the following:

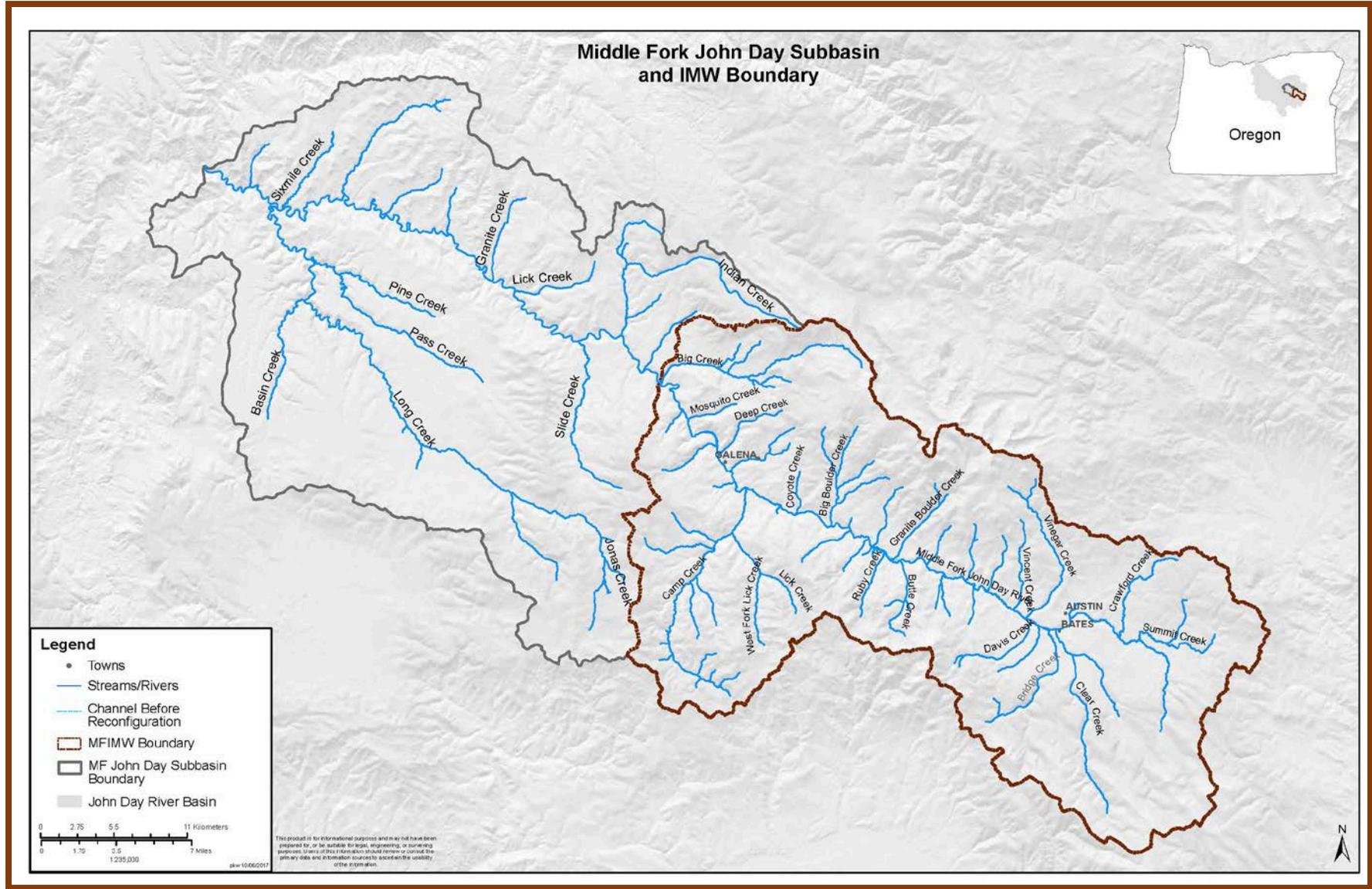
- What are your top-priority study findings and interpretations and lessons learned
- Describe adjustments to monitoring performed throughout study period
- Lessons Learned:

- Focus on your individual section!
- Based on your experience
- Compile lessons learned and synthesize recommendations for future restoration:
- What recommendations do you have for future restoration projects?
- What would you do differently if you were to undertake future monitoring work?

## **REFERENCES**

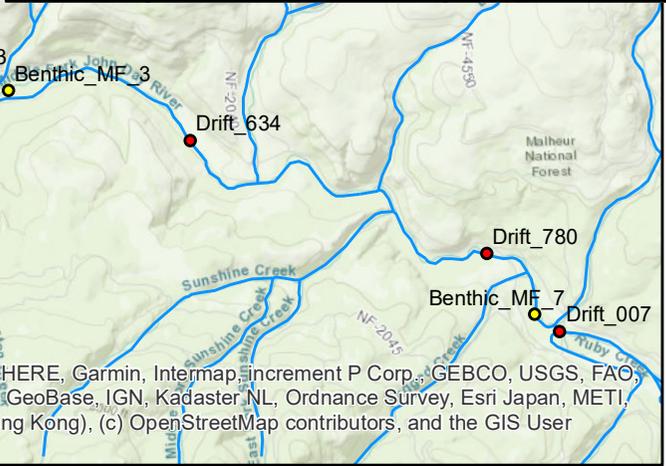
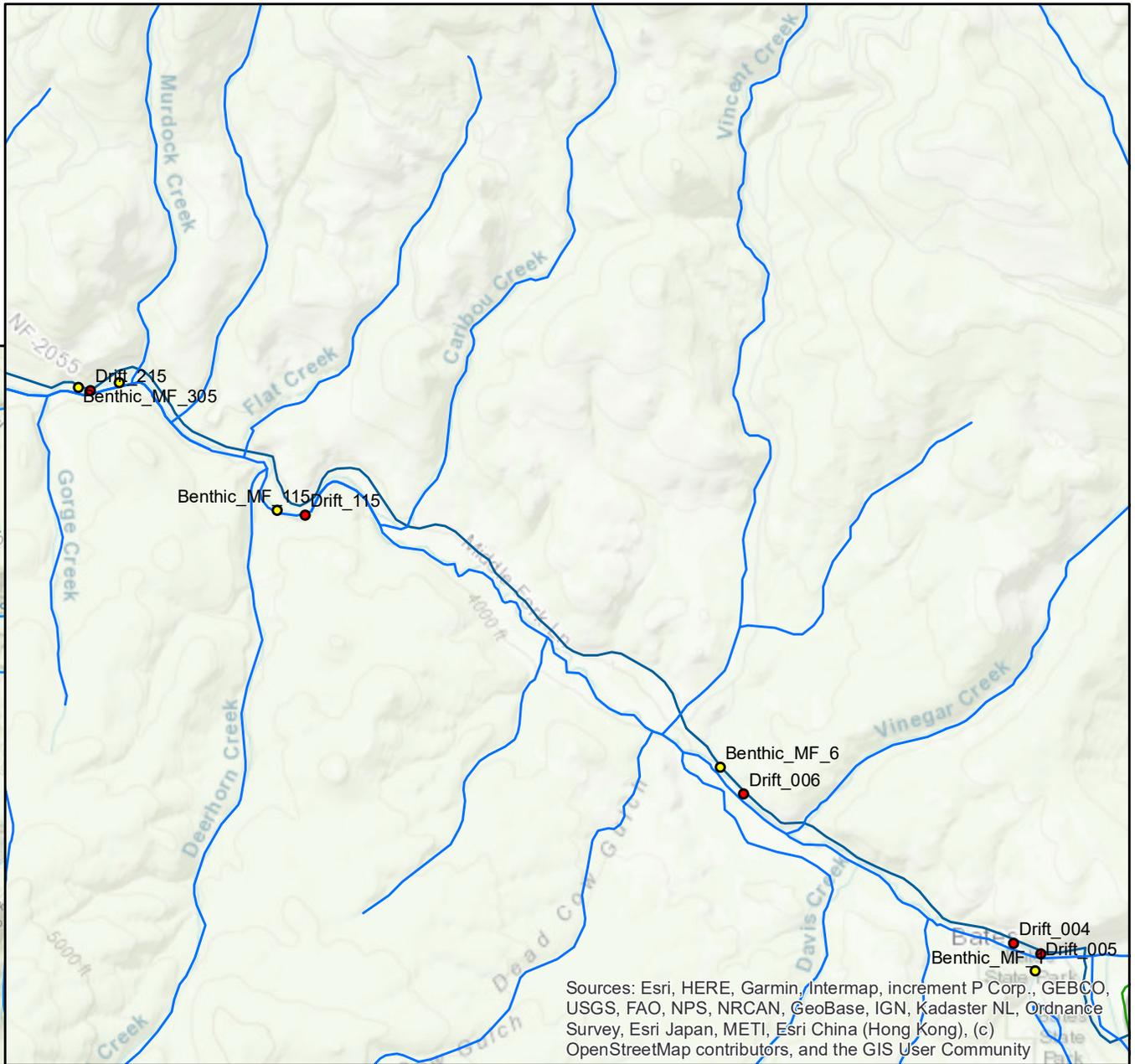
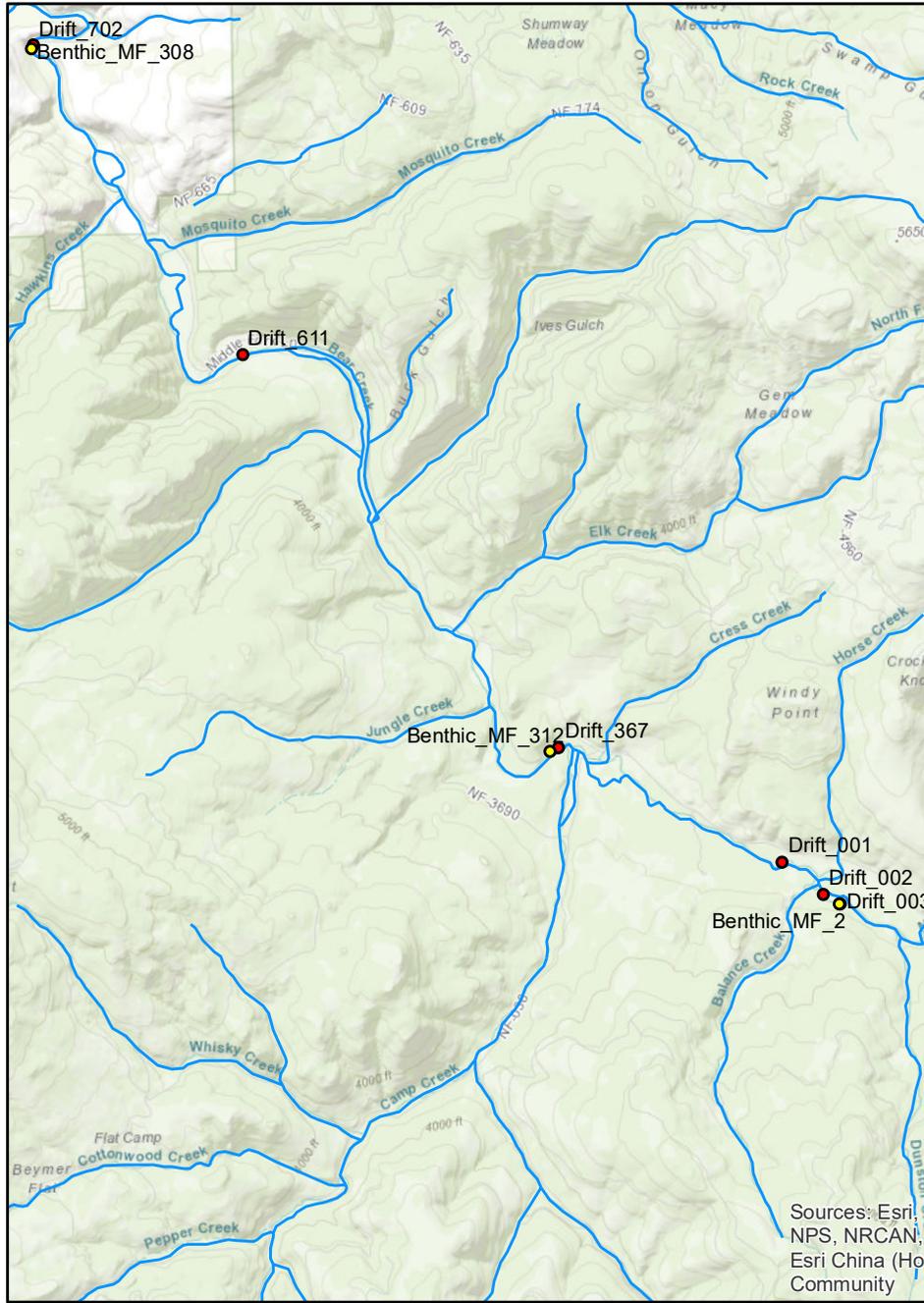
American Fisheries Society. 2017. Guide for Authors. Transactions of the American Fisheries Society 146:194-200.

## **APPENDICES**



**Figure 2.** Vicinity map showing the Middle Fork IMW within the Middle Fork John Day River subbasin.

# MFJD IMW Macroinvertebrate Sites



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

## Legend

### IMW Macroinvertebrate Sites

● <all other values>

### Monitoring

● Benthic

● Drift





## Appendix G. Sampling history and history of naming conventions

### *IMW Macroinvertebrate Sampling history from NFJDWC*

YEAR	Benthic Sites sampling timing		Drift Sites sampling timing		Drift samples range of hours set
2009	none		8/4/09- 9/13		
2010	10/13-10/21		10/7- 10/27		6-10
2011	8/23- 9/1		8/18- 9/8		6-24
2012	10/1-10/4		10/16- 10/25		4-18
2013	9/9- 9/19		10/10- 10/31		
2014	9/15- 9/18		9/22- 10/8		4-6
2015	10/1- 10/6		9/2- 11/4		2.5-3
2016	9/29-10/23		10/4- 10/21		4-6
2017	10/4- 11/9		11/15- 11/20		5-6
2018	10/1-10/10		10/4- 10/11		6-7
2019	10/7-10/11		10/17- 10/26		6-8
2020	9/23-10/1		9/26-10/7		6-9
2021	9/27-9/30		9/22-10/1		5-7

Benthic data:

Shift in naming convention in 2014 and 2015 and stabilizes in 2016.

Benthic Equivalent naming conventions		
		17 = yy
SF_B010	SF_10	SF17-10
SF_B009	SF_9	SF17-9
SF_B007	SF_7	SF17-7
SF_B005	SF_5	SF17-5
SF_B003	SF_3	SF17-3
SF_A04	SF_a4	SF17-a4
SF_A03	SF_a3	SF17-a3
SF_B006	SF_6	SF17-6
SF_A02	SF_a2	SF17-a2
SF_A01	SF_a1	SF17-a1
MF_B006	MF_6	MF17-6
MF_B215	MF_215	MF17-215

MF_B007	MF_7	MF17-7
MF_B115	MF_115	MF17-115
MF_B308	MF_308	MF17-308
MF_B001	MF_1	MF17-1
MF_B002	MF_2	MF17-2
MF_B312	MF_312	MF17-312
MF_B003	MF_3	MF17-3
MF_B305	MF_305	MF17-305

### Drift equivalent naming conventions

		21 = yy		
MFJDPIBO-001	Drift 001	21-1	1	
MFJDPIBO-002	Drift 002	21-2	2	
MFJDPIBO-003	Drift 003	21-3	3	
MFJDPIBO-004	Drift 004	21-4	4	
MFJDPIBO-005	Drift 005	21-5	5	
MFJDPIBO-006	Drift 006	21-6	6	
MFJDPIBO-007	Drift 007	21-7	7	
MFJDPIBO-115	Drift 115	21-115	115	
MFJDPIBO-215	Drift 215	21-215	215	
MFJDPIBO-367	Drift 367	21-367	367	
MFJDPIBO-611	Drift 611	21-611	611	
MFJDPIBO-634	Drift 634	21-634	634	
MFJDPIBO-702	Drift 702	21-702	702	
MFJDPIBO-780	Drift 780	21-780	780	



NORTH FORK  
JOHN DAY  
WATERSHED COUNCIL

## Contract For: Data analysis and reporting

**Project Name:** MFIMW Macroinvertebrate Analysis **Contract number:** 222-920-1  
**Contract Amount:** \_\_\_\_\_ **Contract end data:** December 31, 2023

**Contractor:**

CONTRACTOR  
ADDRESS  
XXXXXXXXXXXX  
PHONE

**Project Sponsor:**

North Fork John Day Watershed Council  
P.O. Box 444  
Long Creek, OR 97856  
(541) 421-3018

**Representative:**

XXXXXX  
CONTACT

**Representative:**

Javan Bailey, Restoration Project Manager  
javan@nfjdw.org

Kristen Walz, Executive Director  
kristen@nfjdw.org

**This Contract is between the Project Sponsor, the North Fork John Day Watershed Council, hereafter called, “COUNCIL” and the Contractor as identified above, hereafter called, “CONTRACTOR” in consideration of the mutual covenants contained herein. This Contract consists of the following: this Contract less all Attachments; Exhibit A (Scope of Work), Exhibit B (RFQ).**

### STATEMENT OF WORK

A. Performance:

CONTRACTOR agrees to perform the work under this Contract as described in Exhibit A: Scope of Work and MFIMW Macroinvertebrate Analysis RFQ and any Addenda attached to this document.

B. Term of Contract:

This Contract will become effective upon signature by both parties. CONTRACTOR agrees to complete all contracted services no later than November 30, 2022 (unless otherwise agreed upon by CONTRACTOR and COUNCIL). CONTRACTOR and COUNCIL shall mutually agree upon the schedule of performance of CONTRACTOR’S services.

C. Location:

The project will occur remotely.

D. Supplies and Materials:

CONTRACTOR agrees to furnish all necessary equipment, tools, and labor required to perform all tasks of the project as described in Exhibit A: Scope of Work.

E. Compensation:

This Contract is awarded per winning bid in the amount of **\$XX,XXX and shall not exceed** that total amount without mutual written consent of CONTRACTOR and COUNCIL. CONTRACTOR shall invoice COUNCIL up until such time as 75% of the cost of the Contract has been met.

COUNCIL shall pay CONTRACTOR the full amount of each invoice within thirty days of receipt of invoice. The final 25% of the compensation will be paid within thirty days of accomplishing all tasks as described in Exhibit A: Scope of Work to be provided by CONTRACTOR, providing that CONTRACTOR has met all conditions and requirements of this Contract. All invoices must contain the following:

- Date range for work completed
- Description of activities, units
- Unit price and a total

All invoices for work performed under this Contract shall be sent to: NFJDWC at P.O. Box 444 Long Creek, OR 97856 or electronically to [info@nfjdw.org](mailto:info@nfjdw.org).

F. Assignment:

CONTRACTOR shall not assign or transfer any interest in this Contract without the express written consent of COUNCIL.

G. Amendments:

Terms of this Contract may not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

H. Termination:

This Contract may be terminated under any of the following conditions:

1. At any time by mutual consent of the parties.
2. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate reduction in funds.
3. If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract; including CONTRACTOR Prevailing Wage compliance.
4. If any license or certification required by law or regulation to be held by CONTRACTOR or its subcontractors, to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
5. If CONTRACTOR fails to commence work diligently, prosecute the work, and complete the work within specifications and within time frames set forth under this Contract.
6. Upon 2 days written notice by COUNCIL for any other reason specified in writing.

Any termination of this Contract under Paragraph A. of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The rights and remedies of COUNCIL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Force Majeure:

CONTRACTOR shall not be responsible for delay or default by fire, riot, acts of nature and war, which is beyond the CONTRACTOR's reasonable control.

J. Reciprocal Indemnity:

CONTRACTOR, its subcontractors, agents and employees will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the COUNCIL, and their officers, directors, agents, managers, family and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature

resulting from or arising out of, or relating to the activities of the CONTRACTOR, its subcontractors, agents or employees under this Contract or in the implementation of the project.

COUNCIL will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify CONTRACTOR, its subcontractors, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the COUNCIL or its officers, directors, agents, managers, or employees under this Contract or in the implementation of the project.

K. Compliance With Applicable Laws:

CONTRACTOR and its subcontractors, agents and employees agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this Contract. Documentation of federal, state, county and local laws, ordinances and regulations will be made available to CONTRACTOR upon request.

CONTRACTOR shall comply with the requirements of the Oregon prevailing wage rates under ORS 279C.800 to 279C.870 or federal Davis-Bacon prevailing wages, whichever is higher.

**THIS CONTRACT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, CONTRACTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE COUNCIL TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER BY THE COUNCIL OF THAT OR ANY OTHER PROVISION. CONTRACTOR, BY EXECUTING THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, CONTRACTOR and COUNCIL have executed this Contract.

**CONTRACTOR**

**North Fork John Day Watershed Council**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Executive Director (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Exhibit A: Scope of Work to be Provided by CONTRACTOR**

**Phase I.** Contractor will conduct analyses answering the proposed questions and present results to IMW sub-group.

Task 1. Complete analyses looking for trends in the data (see phase 1 questions) and provide a draft report of methods and results.

Task 2. Present findings to IMW sub-group via a 2-hour zoom meeting and answer questions to help guide phase II analyses.

**Phase II.** In cooperation with the COUNCIL and the IMW sub-group, contractor will complete any additional analyses as well as write a final report for the 15-year IMW report. Additionally, contractor will give recommendations for a more robust sampling plan that will meet the IMW's needs while maintaining a similar workload.

Task 1. Additional analyses (see phase II questions)

Task 2. Submit draft IMW report (see Appendix C for format) and incorporate revisions into a final report.

Task 3. Recommendations for future work

### *Phase I Questions*

#### Questions for Benthic dataset

1. How do macroinvertebrate communities change through time at each individual site in the MFJDR?
2. How do macroinvertebrate communities vary across sampling sites for a given year in the MFJDR?
3. For each site in the MFJDR and SFJDR which direction is the O/E (for benthic data) trending?
4. Are there differences or overall trends between or across watersheds (MFJDR and SFJDR)?

#### Questions for Drift dataset

1. How does macroinvertebrate biomass change through time and space at each individual site?
2. How does macroinvertebrate community composition change through time and space?

#### Benthic and Drift Dataset Comparison

1. Are there similarities in trends between drift and benthic samples?

### *Phase II Potential Questions*

#### Questions for Benthic dataset

1. What are the mechanisms driving the stability or shift in macroinvertebrate communities through time or space (i.e. is the shift related to restoration)?

2. For each site where a shift in macroinvertebrate community structure occurred, what does the shift in community structure look like? Is it a shift in functional feedings groups, sensitive taxa, etc.?
3. How do shifts in macroinvertebrate community structure compare among sites with differing levels of habitat improvements? (thinking about grouping by passive, active, passive-active, none)

#### Questions for Drift dataset

1. How do shifts in macroinvertebrate community structure and biomass compare among sites with differing levels of habitat improvements? (thinking about grouping by passive, active, passive-active, none)
2. For each site, where a shift in macroinvertebrate community structure occurred, what does the shift in community structure look like? Is it a shift in functional feedings groups, sensitive taxa, etc.?

**Total cost is not to exceed [XXXXXX].**