

Tribal FishCo LLC

Request for Quotations (RFQ) for Purchasing & Processing (H&G) Fish, & Providing Ice

Tribal FishCo LLC (FishCo) is soliciting quotations from prospective contractors to purchase and process fish, i.e., head & gut only, and to produce and provide ice to tribal fishers at the fish processing plant located near White Salmon, WA.

The successful Contractor will be responsible for providing capital (cash and equipment) to staff operations and must carry insurance as described in Section 3(L). Contractor will be authorized to purchase fish on-site from members of the four Columbia River Treaty Tribes at market pricing levels and also to process this fish, i.e., head & gut only, for market. Contractor is expressly prohibited from dumping any fish solid waste materials, i.e., heads, guts, into the premises stormwater and sewer system or anywhere on or near the premises, and Contractor is responsible for its disposal off-site. Contractor is responsible for any fees or fines resulting from the disposal of waste or wastewater not in accordance with these responsibilities. Contractor must have a HACCP plan in place to guide the processing of fish and also must develop and implement a COVID-19 Assessment and Control Plan, to identify COVID-19 risks and prevention strategies.

FishCo is owned and operated by the four Columbia River treaty tribes including the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Indian Reservation, and the Nez Perce Tribe.

Successful Contractor will enter into a Memorandum of Agreement (MOA) with FishCo. The MOA will establish the conditions by which the Contractor and FishCo will coordinate with one another and the services that Contractor will provide to FishCo as described herein for the 2021 summer and fall commercial fishing seasons as set forth below:

Table 1. Approximate Expected Pounds in Summer Treaty Commercial Fisheries

Species	Summer Gillnet June 16-July 23	Total Pounds
Bright Chinook	259,500	259,500
Steelhead	68,900	68,900
Sockeye	68,900	68,900
Total	397,300	397,300

Table 2. Approximate Expected Pounds in Fall Treaty Commercial Fisheries

Species	Early Fall Aug 1-21	Fall Gillnet and Platforms	Total Pounds
	Platforms only	Aug 23-October 1	
Bright Chinook	3,800	1,318,300	1,322,100
Tule Chinook	4,600	289,100	293,700
Coho	500	353,700	354,200
Steelhead	4,700	28,500	33,200
Total	13,600	1,989,600	2,003,200

Actual harvest will depend on actual run sizes. These estimates based on modeled catches under typical fishing patterns and recent average weights. Not all fishers are expected to need ice from FishCo as some other buyers provide ice.

Goal

To increase the economic benefits of treaty Indian fisheries by offering tribal fishers an alternative wholesale location where they can sell fish and pick up ice.

1. Fish Processing Plant Description

The fish processing plant is located near White Salmon, WA and includes the following components:

- A 80' by 100' rectangular building with water and electricity
- 10 ton/day ice machine
- Walk-in cooler (not available for use during contract period)
- Walk-in freezer (not available for use during contract period)
- Blast freezer (not available for use during contract period)
- Two office areas
- Lunchroom area
- Men's and Women's restrooms with lockers and showers
- Storage area
- Loading dock
- Located on approximately seven fenced acres
- There is no processing equipment on site
- Wastewater treatment system including a sump, sump pumps, wastewater screen, flow meters, and connection to City sewer.

2. Proposal Timeline

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| • Notice available for distribution | 5/11/21 | Tuesday |
| • RFP closes at 12pm | 6/1/21 | Tuesday |
| • RFP review and interview of applicants completed; Contractor selected | 6/4/21 | Friday |
| • Contract executed & work commences | 6/7/21 | Monday |

FishCo reserves the right to change, amend, modify, suspend, re-advertise, continue or terminate all or any part of the RFP.

3. Outline for Request For Quotation (RFQ) Requirements

To be considered, the following Outline for Request for Quotation (RFQ) Requirements must be addressed in written form (4.A. - 4.O. below) and submitted by the due date. Evaluation criteria shall include, but not be limited to, the applicant's experience in the following areas as addressed in the RFQ submission:

- A. Name of firm.
 - i. Name, address, and telephone number of key contact.
 - ii. Ownership structure of firm(s).
 - iii. Brief biographies of individuals to be assigned.
 - iv. Business focus.
 - 1. What is the primary focus of your firm? Is your firm affiliated with any organization(s) doing business with any federally recognized tribes? If yes, describe the relationships in full.
 - 2. How many full-time staff are employed by your firm?

In addition, please describe:

- A. Background and knowledge of the Northwest salmon fishing industry and experience in the purchasing, processing, marketing and distribution of all salmon species;
- B. Experience working with Tribes and/or Tribal entities for a common goal or purpose;
- C. Financial capacity to purchase up to 500,000 pounds of salmon at market pricing levels;
- D. Ability to access equipment necessary to perform operations being contemplated to receive, process, box, ice and ship fish;
- E. Demonstrated experience in the operation of an ice machine. Contractor is financially responsible for operator error related issues in the operation of the ice machine;
- F. Experience in the development and implementation of Hazard Analysis Critical Control Point (HACCP) compliant plans for receiving, handling processing, and transporting fish and the production of ice. Please include draft HACCP plans and describe best manufacturing practices for the purchasing and processing of fish and for the production and distribution of ice;
- G. Contractor is responsible for conducting and developing a **COVID-19 Assessment and Control Plan**, to identify COVID-19 risks and prevention strategies. Contractor should consider the appropriate role for testing and workplace contact tracing (identifying person-to-person spread) of COVID-19 positive workers in a worksite risk assessment, following available CDC guidance. Please see the following link:
https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-seafood-processing.html?utm_campaign=FoodCOVID_Seafood_06252020&utm_medium=email&utm_source=Eloqua

- a. Contractor must provide the **COVID-19 Assessment and Control Plan** to Tribal FishCo LLC, prior to any work, or operations, commencing on-site.
- H. Safety plan for workers at the plant;
- I. Plan to address solid waste disposal off-site.
- J. Contractor will need to operate the plant in compliance with the Best Management Practices Plan provided by Tribal FishCo LLC, and comply with the Quality Assurance Project Plan (QAPP) for the wastewater discharged to the City sewer.
- K. Proposed lease amounts to be paid to FishCo for use of the fish plant and for providing these services to tribal fishers (i.e., providing ice; purchasing fish; processing fish). If Contractor is proposing to sell ice to tribal fishers, please indicate how these revenues impact the proposed lease amounts paid to FishCo. Contractor must indicate amount paid per pound to FishCo for fish purchased on-site at opening and during the season. Contractor is responsible for reimbursing FishCo for all utility use, i.e., water, electricity, monthly sewer charges, and phone;
- L. Ability to procure insurance coverage and a Certificate of Insurance naming Tribal FishCo LLC as Additionally Insured with the following limits provided:
 - a. Commercial General Liability with \$1,000,000 coverage each occurrence, with \$2,000,000 general aggregate;
 - b. Automobile Liability insurance commensurate with state vehicle insurance requirements;
 - c. Workers Compensation of \$1,000,000 each accident, with a minimum \$2,000,000 policy limit;
 - d. \$5,000,000 Umbrella Liability Policy;
 - e. The Certificate of Insurance must be provided naming Tribal FishCo LLC as additionally insured, prior to plant access and any operations beginning.
- M. Financial capacity to provide up to a \$10,000 surety bond, as a partial payment to FishCo for fish purchases, ice disbursements and for the reimbursement of utilities to FishCo, depending upon the applicant's past history. At the end of the contract period, the deposit will be applied against any amount owed by Contractor to FishCo pursuant to the MOA. Any remaining deposit funds will be returned to Contractor. Contractor's total obligations to FishCo may exceed the amount of the deposit, and all amounts owed to FishCo will be due and payable upon termination of the MOA.
- N. Ability and experience to coordinate a program to purchase and custom process fish into product forms for tribal fishers or to purchase and process fish into product forms to support local communities.
- O. Any other information that would be helpful in the evaluation of your firm's ability to meet the criteria for experience as set forth under the Proposal Requirements.

4. Contractor's Scope of Work

A. This Scope of Work applies to the Memorandum of Agreement between Tribal FishCo LLC (hereinafter "Tribal FishCo") and _____ (hereinafter "Contractor") beginning on _____ (August, or sooner) ____, 2021 and ending the week of October 31, 2021.

B. The Contractor is responsible for the following:

1. Producing ice and making it available for tribal fishers Mondays through Thursdays from 9am to 5pm, and Fridays from 9am to noon, or other agreed upon schedule. Tribal fishers shall not be required to sell fish to the Contractor in order to receive (or purchase) ice.
2. Providing all staffing and coordination necessary to produce and provide (sell) ice, and to purchase and process fish.
3. Providing ice to tribal fishers of the four treaty tribes, regardless of whether they sell fish to the Contractor. Contractor shall record all ice transactions (i.e., ice disbursements to treaty tribe members; amounts provided; date and time of disbursement; any payments made) with all information provided to FishCo at the end of the contract period.
4. Paying Tribal FishCo in accordance with the MOA. This includes accounting for all ice transactions through an at least monthly summary of disbursements. If ice is sold, each tribal fisher will get a receipt, which will be accounted for in the summary document provided to FishCo at the end of the contract.
5. Using, retaining and paying for limited ice for Contractor's own use, as provided in the MOA.
6. Complying with Tribal FishCo's policies, rules and regulations, which are subject to change with notice (per Board decision), as determined by Tribal FishCo.
7. Complying with all applicable federal, state, local and tribal statutes, regulations and policies and procedures that control or affect any action that might be necessary or taken under the MOA, including but not limited to such laws governing or related to the environment. Contractor will immediately notify Tribal FishCo in writing by email if Contractor has reason to believe that it is not in compliance with any such laws and provide a solution, or action plan for bringing the operation into compliance. Contractor may recommend mitigation measures in the event that the operation is unable to come into compliance.

8. Conducting operations in a safe and prudent manner. All employees need to be trained on safety issues relating to their respective positions, e.g., ice production, fish handling, processing, packaging, including Hazard Analysis Critical Control Point (HACCP) compliance.
 - a. Implementing the **COVID-19 Assessment and Control Plan**, to identify COVID-19 risks and prevention strategies. Contractor should consider the appropriate role for testing and workplace contact tracing (identifying person-to-person spread) of COVID-19 positive workers in a worksite risk assessment, following available CDC guidance. Distinctive factors that affect worker's risk for exposure to SARS-Cov-2 in seafood processing sites including distance between workers; duration of contact; and type of contact.
9. Covering all costs associated with ice production, fish buying or processing operations, including but not limited to the following:
 - a. Contractor's employee wages and associated costs (e.g., L&I and other payroll costs, travel, per diem, housing, workers compensation, etc.);
 - b. All equipment costs, including set-up, tear-down, clean up (see Sections 5(B)(10) and 5(B)(12), below), transportation to and from the site.
10. Leaving the premises in similar, or as good condition, compared to its existence prior to the commencement of the MOA. Contractor and Tribal FishCo representative will review the premises prior to the start of ice production or fish purchasing and document any issues associated with the condition of the plant or equipment. Contractor is financially responsible and liable for returning the premises and facilities to their original condition as documented during the site inspection (other than normal wear and tear, acts of God, and natural disasters), and to furnish all required labor, parts, replacements, and repairs in a timely fashion.
11. Restricting access to the plant to necessary personnel and maintaining an entry log, for insurance liability purposes and as part of the **COVID-19 Assessment and Control Plan**.
12. Contractor is responsible and financially liable for any and all cleanup or repairs necessary. "Clean-up" means that Contractor maintains the premises in the same conditions as described in Section 5(B) (10), above. If FishCo determines such cleanup or any repairs are required and chooses to undertake such cleanup or repairs itself, Contractor agrees to reimburse FishCo those expenses in a timely manner.

13. Returning the key providing access to the fish processing facility at the end of the MOA or at any time as requested by Tribal FishCo.

- C. Contractor is authorized by Tribal FishCo to undertake fish buying from tribal fishers on the processing facility property and to process these fish, i.e., head and gut only. Contractor shall pay FishCo the same price as paid to the tribal fishers for fish purchased off-site, or transferred from another location and brought onto the premises (e.g., for off-loading or any other purpose).

Contractor is expressly prohibited from dumping any fish waste materials into the sewer system, or on the premises, as this solid waste must be hauled off-site. Wastewater from processing, dumping ice out of fish totes and washing totes outside of the building is prohibited. Contractor shall be financially responsible and liable for any such unauthorized discharges into the sewer system or on the premises. Contractor is responsible for hauling and disposal of any such waste off-site.

An Amendment to the contract may add Contractor's duties to include assistance in a program to purchase and custom process fish into product forms to be distributed to local communities. Contractor and FishCo will agree on the size of the program (pounds purchased); product forms and costs of processing, transportation, other relevant costs, and processors used for developing product forms, prior to implementation. If an Amendment is enacted, Contractor would be paid for fish purchased under this program and also for all custom processing costs.

- D. Contractor understands and agrees to the following pertaining to service calls and emergencies:
1. Contractor will be present during the ice machine's initial start-up by service personnel to ensure an understanding on how to start (turn-on) and stop (turn-off) the ice machine and to ask any questions on its operation.
 2. Tribal FishCo can enter the premises at any time. Contractor will cooperate in making the facility available for needed servicing or for other repairs, so they can be completed as quickly as possible.
 3. All other service calls, such as, but not limited to, the replacement of equipment (e.g., ice machine, electrical, water) must be authorized by the Tribal FishCo Board before the service call is made. If Contractor makes a service call without prior authority from the Tribal FishCo Board to do so, Contractor shall be liable for the service call expenses.

4. In the event of an emergency, Contractor shall contact Jeremy Takala, President Tribal FishCo LLC at (509)949-3759, or other designated contact.

6. Proposal Deadline and Procedure

Proposals must be received by 12:00 p.m. on Tuesday, June 1, 2021 to receive consideration.

FishCo is solely responsible for the review and selection of the applicant. FishCo will consider Indian Preference in the award of this contract.

Proposals must be received by the deadline. They can be mailed to:

Tribal FishCo LLC
c/o Columbia River Inter-Tribal Fish Commission
Attention: Jeremy Takala, President
700 NE Multnomah Street, Suite 1200
Portland, OR 97232

Contact for RFP submission

Buck Jones, Marketing Specialist
CRITFC

971-221-2546

Email: buck@critfc.org