

## OMAK/NESPELEM DISTRICT FORESTRY

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P.O. Box 150 Nespalem, WA 99155 (509) 634-2562 fax (509) 634-4721

To All prospective bidders:

Omak/Nespelem District Forestry currently has three (3) tree planting contracts available for bid with estimated seedlings of 492,800. Planting units are located within the Whitmore Salvage area. **EVERYONE WILL BE REQUIRED TO WEAR HARDHATS INCLUDING FORESTRY STAFF.**

The bid packet includes Tree Planting Specifications. The Plant Data Sheet describing the units and breakdown of seedling sizes. Work Plan, Debarment Form and Bid Evaluation Form.

All contractors should be aware that every bid should have a completed **WORK PLAN, Debarment Form, current SAM.GOV, and Current proof of Insurance** for it to be an accepted bid. If no work plan or Debarment form is completed, or current SAM.GOV and Insurance not provided, we will **"REJECT"** all bids. Nontribal bidders will also need to submit a Tribal Employment Rights Office compliance and utilization plan.

Selection will be made to the Lowest, Responsive, and Responsible Bidder. Due to the short work time frame the main key factor for selection will be made with vendors who can meet that need. While cost is important other factors are also significant. Consequently the Colville Tribes may select other than the lowest cost solution to be able to meet the strict time limits.

Contractors should also be aware that contracts are subject to taxes and 1099's will be mailed out to all contractors.

Bids must be received by 4:00 p.m. on **February 23, 2024 at Omak/Nesplem Forestry Office.** No faxed or emailed bids will be accepted.

If you have any questions please contact our office staff Jamie Lezard @ 634-2562 or Tony Stanger @ 634-2561.

**QUOTATION FOR TREEPLANTING ON THE COLVILLE INDIAN RESERVATION  
 REQUEST FOR PROPOSAL FOR CONTRACT NUMBER WHITMORE # 1  
 SPRING PLANTING 2024 CONTRACT TIME 16 DAYS**

<u>UNIT NAME &amp; NUMBER</u>	<u>INSPECTION ITEM</u>	<u>BID METHOD</u>	<u>ESTIMATED TREES</u>	<u>BID PRICE PER/TREE</u>	<u>TOTAL</u>
WHITMORE SALVAGE 124-063	A	TREE	39,800	\$	-
WHITMORE SALVAGE 124-079	B	TREE	16,260	\$	-
WHITMORE SALVAGE 124-124	C	TREE	19,780	\$	-
WHITMORE SALVAGE 124-152	D	TREE	19,080	\$	-
WHITMORE SALVAGE 124-016A	E	TREE	2,920	\$	-
WHITMORE SALVAGE 131-080	F	TREE	20,340	\$	-
WHITMORE SALVAGE 132-052	G	TREE	15,140	\$	-
WHITMORE SALVAGE 132-058	H	TREE	14,400	\$	-
WHITMORE SALVAGE 132-078	I	TREE	6,840	\$	-
WHITMORE SALVAGE 139-A582	J	TREE	900	\$	-
<b>ESTIMATED TOTAL</b>				<b>155,460</b>	<b>TOTAL</b>
				Official Use	\$ -

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**NAME OF FIRM:** \_\_\_\_\_

BY (TITLE): \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ ALTERNATE: \_\_\_\_\_

(PLEASE INCLUDE A PHONE NUMBER WHERE YOU CAN BE REACHED)

INDIAN PREFERENCE BIDDER: YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, TRIBE: \_\_\_\_\_ ENROLLMENT #: \_\_\_\_\_

BIDS WILL BE RECEIVED AT OMAK/NESPELEM FORESTRY OFFICE UNTIL 4:00 P.M. ON

**February 23, 2024**

IF BIDS ARE MAILED, THEY MUST BE RECEIVED ON OR BEFORE THE ABOVE MENTIONED DATE.

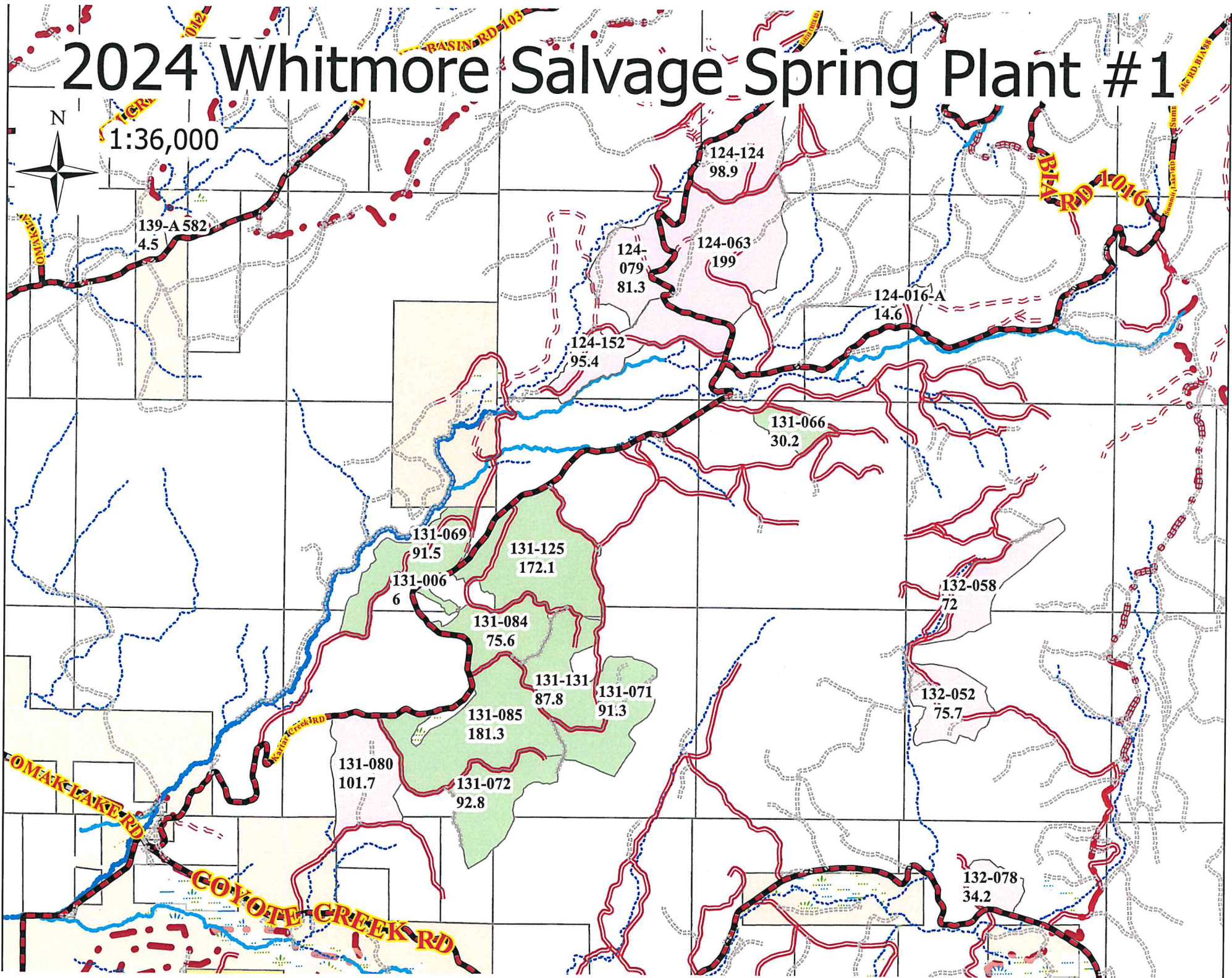
BIDS RECEIVED AFTER THIS DATE WILL BE REJECTED.

SUBMIT BIDS IN A SEALED ENVELOPE LABELED **WHITMORE BIDS**, TO  
 OMAK/NESPELEM DISTRICT FORESTRY, P.O. BOX 150 NESPELEM, WA 99155  
 COLVILLE TRIBES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

# 2024 Whitmore Salvage Spring Plant #1



1:36,000



ONAKI LAKE RD

COYOTE CREEK RD

TRASH RD

TRASH RD

TRASH RD

TRASH RD

TRASH RD

TRASH RD

TRASH RD

TRASH RD

COLVILLE INDIAN RESERVATION PLANTING DATA SHEET FOR SPRING 2024  
 CONTRACT NUMBER 0\N 1                CONTRACT PERIOD 16 CALENDAR DAYS

INSPECTION BY CONTRACTING OFFICERS REPRESENTATIVE

INSPECTION ITEM	A	B	C	D	E
UNIT NAME	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
UNIT NUMBER	124-063	124-079	124-124	124-152	124-016A
BID METHOD	PER TREE	PER TREE	PER TREE	PER TREE	PER TREE
ACRES	199.0	81.3	98.9	95.4	14.6
TARGET TREES/ACRE	200	200	200	200	200
SPACING	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
SCALP DIAMETER	18"	18"	18"	18"	18"
STOCK TYPE	Styro 5	Styro 5	Styro 5	Styro 5	Styro 5
SPECIES MIX %	100%	100%	100%	100%	100%
SPECIES	PP	PP	PP	PP	PP
PLANTING METHOD	HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD
ESTIMATED SEEDLINGS	39,800	16,260	19,780	19,080	2,920
Max Allow Trees In Plot	5	5	5	5	5
ESTIMATED PLANTING DATE	April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024
TYPE OF CUT	REHAB	REHAB	REHAB	REHAB	REHAB
ELEVATION	3,000	3,000	3,000	2,500	3,000
ASPECT	SW	SW	SW	SW	SW
AVERAGE %SLOPE	15%	15%	15%	15%	15%
SITE PREP TYPE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
SITE PREP YEAR	2021	2021	2021	2021	2021
ACCOUNT NUMBER					

TOTAL TREES                                  155,460

F	G	H	I	J
Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
131-080	132-052	132-058	132-078	139-A582
PER TREE	PER TREE	PER TREE	PER TREE	PER TREE
101.7	75.7	72	34.2	4.5
200	200	200	200	200
14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
18"	18"	18"	18"	18"
Styro 5	Styro 5	Styro 5	Styro 5	Styro 5
100%	100%	100%	100%	100%
PP	PP	PP	PP	PP
HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD
20,340	15,140	14,400	6,840	900
5	5	5	5	5
April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024
REHAB	REHAB	REHAB	REHAB	REHAB
2,000	3,000	3,500	2,500	2,500
SW	SW	SW	SW	SW
15%	15%	15%	15%	15%
WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
2021	2021	2021	2021	2021

**QUOTATION FOR TREEPLANTING ON THE COLVILLE INDIAN RESERVATION  
 REQUEST FOR PROPOSAL FOR CONTRACT NUMBER WHITMORE # 2  
 SPRING PLANTING 2024      CONTRACT TIME 17 DAYS**

<u>JNIT NAME &amp; NUMBER</u>	<u>INSPECTION ITEM</u>	<u>BID METHOD</u>	<u>ESTIMATED TREES</u>	<u>BID PRICE PER/TREE</u>	<u>TOTAL</u>
WHITMORE SALVAGE 131-006	A	TREE	1,200		\$ -
WHITMORE SALVAGE 131-066	B	TREE	6,040		\$ -
WHITMORE SALVAGE 131-069	C	TREE	18,300		\$ -
WHITMORE SALVAGE 131-071	D	TREE	18,260		\$ -
WHITMORE SALVAGE 131-072	E	TREE	18,560		\$ -
WHITMORE SALVAGE 131-084	F	TREE	15,120		\$ -
WHITMORE SALVAGE 131-085	G	TREE	36,260		\$ -
WHITMORE SALVAGE 131-125	H	TREE	34,420		\$ -
WHITMORE SALVAGE 131-131	I	TREE	17,560		\$ -
<b>ESTIMATED TOTAL</b>				<b>165,720</b>	
				<b>TOTAL</b>	Official Use \$ -

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**NAME OF FIRM:** \_\_\_\_\_

BY (TITLE): \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

(PLEASE INCLUDE A PHONE NUMBER WHERE YOU CAN BE REACHED)

INDIAN PREFERENCE BIDDER: YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, TRIBE: \_\_\_\_\_ ENROLLMENT #: \_\_\_\_\_

BIDS WILL BE RECEIVED AT OMAK/NESPELEM FORESTRY OFFICE UNTIL 4:00 P.M. ON

**February 23, 2024**

IF BIDS ARE MAILED, THEY MUST BE RECEIVED ON OR BEFORE THE ABOVE MENTIONED DATE.

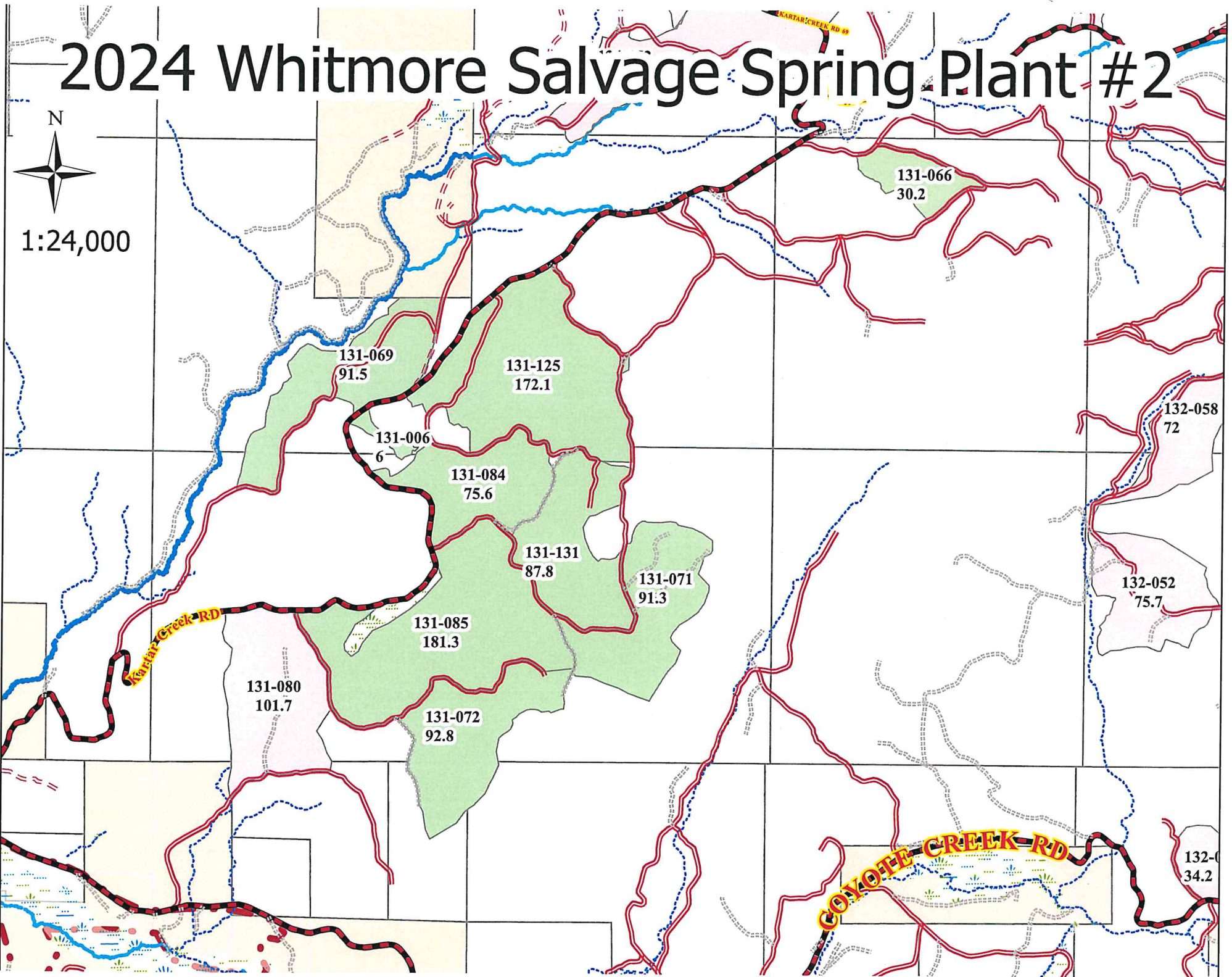
BIDS RECEIVED AFTER THIS DATE WILL BE REJECTED.

SUBMIT BIDS IN A SEALED ENVELOPE LABELED **WHITMORE BIDS**, TO  
 OMAK/NESPELEM DISTRICT FORESTRY, P.O. BOX 150 NESPELEM, WA 99155  
 COLVILLE TRIBES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

# 2024 Whitmore Salvage Spring Plant #2



1:24,000



Kartar Creek RD

COYOTE CREEK RD

COLVILLE INDIAN RESERVATION PLANTING DATA SHEET FOR SPRING 2024  
 CONTRACT NUMBER O\N 2                  CONTRACT PERIOD 17 CALENDAR DAYS

INSPECTION BY CONTRACTING OFFICERS REPRESENTATIVE

INSPECTION ITEM	A	B	C	D	E
UNIT NAME	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
UNIT NUMBER	131-006	131-066	131-069	131-071	131-072
BID METHOD	PER TREE	PER TREE	PER TREE	PER TREE	PER TREE
ACRES	6.0	30.2	91.5	91.3	92.8
TARGET TREES/ACRE	200	200	200	200	200
SPACING	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
SCALP DIAMETER	18"	18"	18"	18"	18"
STOCK TYPE	Styro 5	Styro 5	Styro 5	Styro 5	Styro 5
SPECIES MIX %	100%	100%	100%	100%	100%
SPECIES	PP	PP	PP	PP	PP
PLANTING METHOD	HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD
ESTIMATED SEEDLINGS	1,200	6,040	18,300	18,260	18,560
Max Allow Trees In Plot	5	5	5	5	5
ESTIMATED PLANTING DATE	April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024
TYPE OF CUT	REHAB	REHAB	REHAB	REHAB	REHAB
ELEVATION	2,000	3,000	2,000	2,500	2,000
ASPECT	West	West	West	West	West
AVERAGE %SLOPE	15%	15%	15%	15%	15%
SITE PREP TYPE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
SITE PREP YEAR	2021	2021	2021	2021	2021
ACCOUNT NUMBER					

TOTAL TREES                          165,720



F	G	H	I
Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
131-084	131-085	131-125	131-131
PER TREE	PER TREE	PER TREE	PER TREE
75.6	181.3	172.1	87.8
200	200	200	200
14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
18"	18"	18"	18"
Styro 5	Styro 5	Styro 5	Styro 5
100%	100%	100%	100%
PP	PP	PP	PP
HOEDAD	HOEDAD	HOEDAD	HOEDAD
15,120	36,260	34,420	17,560
5	5	5	5
April 1, 2024	April 1, 2024	April 1, 2024	April 1, 2024
REHAB	REHAB	REHAB	REHAB
2,000	2,000	2,500	2,000
West	West	West	West
15%	15%	15%	15%
WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
2021	2021	2021	2021

**QUOTATION FOR TREEPLANTING ON THE COLVILLE INDIAN RESERVATION  
 REQUEST FOR PROPOSAL FOR CONTRACT NUMBER WHITMORE # 3  
 SPRING PLANTING 2024      CONTRACT TIME 18 DAYS**

<u>UNIT NAME &amp; NUMBER</u>	<u>INSPECTION ITEM</u>	<u>BID METHOD</u>	<u>ESTIMATED TREES</u>	<u>BID PRICE PER/TREE</u>	<u>TOTAL</u>
WHITMORE SALVAGE 128-043	A	TREE	14,140		\$ -
WHITMORE SALVAGE 128-043-1	B	TREE	8,720		\$ -
WHITMORE SALVAGE 129-029	C	TREE	26,980		\$ -
WHITMORE SALVAGE 129-030A	D	TREE	51,620		\$ -
WHITMORE SALVAGE 129-036	E	TREE	21,220		\$ -
WHITMORE SALVAGE 129-038	F	TREE	3,900		\$ -
WHITMORE SALVAGE 129-044	G	TREE	10,140		\$ -
WHITMORE SALVAGE 129-047	H	TREE	6,780		\$ -
WHITMORE SALVAGE 130-028	I	TREE	15,460		\$ -
WHITMORE SALVAGE 130-029	J	TREE	7,440		\$ -
WHITMORE SALVAGE 130-040	K	TREE	1,480		\$ -
WHITMORE SALVAGE 130-040-1	L	TREE	3,880		\$ -
<b>ESTIMATED TOTAL</b>				<b>171,760</b>	Official Use
				<b>TOTAL</b>	\$ -

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**NAME OF FIRM:** \_\_\_\_\_

BY (TITLE): \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

(PLEASE INCLUDE A PHONE NUMBER WHERE YOU CAN BE REACHED)

INDIAN PREFERENCE BIDDER: YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, TRIBE: \_\_\_\_\_ ENROLLMENT #: \_\_\_\_\_

BIDS WILL BE RECEIVED AT OMAK/NESPELEM FORESTRY OFFICE UNTIL 4:00 P.M. ON

**FEBRUARY 23, 2024**

IF BIDS ARE MAILED, THEY MUST BE RECEIVED ON OR BEFORE THE ABOVE MENTIONED DATE.

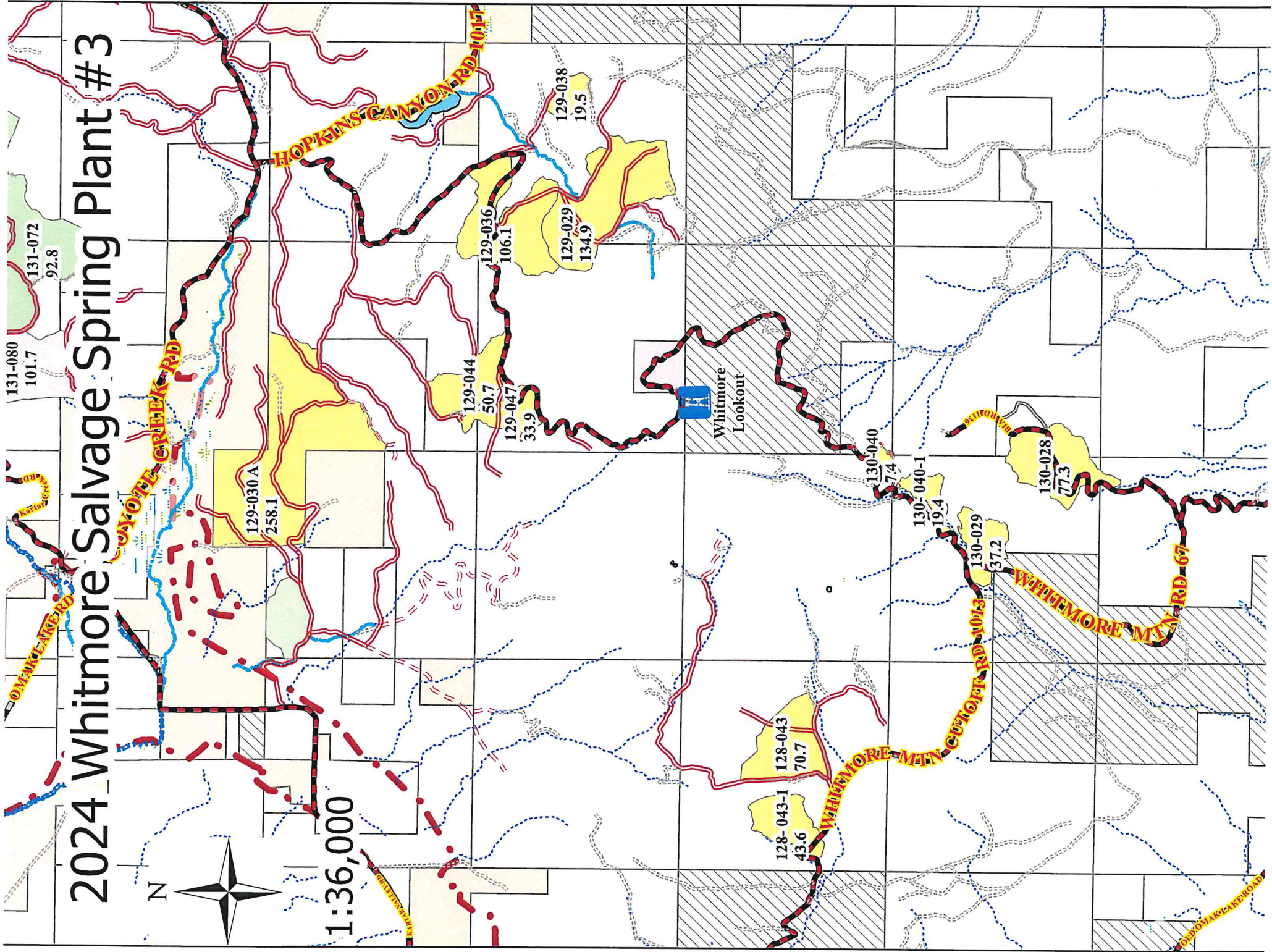
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**SUBMIT BIDS IN A SEALED ENVELOPE LABELED WHITMORE BIDS, TO  
 OMAK/NESPELEM DISTRICT FORESTRY, P.O. BOX 150 NESPELEM, WA 99155  
 COLVILLE TRIBES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.**

# 2024 Whitmore Salvage Spring Plant #3



1:36,000



COLVILLE INDIAN RESERVATION PLANTING DATA SHEET FOR SPRING 2024  
 CONTRACT NUMBER O\N 3 CONTRACT PERIOD 18 CALENDAR DAYS

INSPECTION BY CONTRACTING OFFICERS REPRESENTATIVE

INSPECTION ITEM	A	B	C	D	E
UNIT NAME	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
UNIT NUMBER	128-043	128-043-1	129-029	129-030A	129-036
BID METHOD	PER TREE	PER TREE	PER TREE	PER TREE	PER TREE
ACRES	70.7	43.6	134.9	258.1	106.1
TARGET TREES/ACRE	200	200	200	200	200
SPACING	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
SCALP DIAMETER	18"	18"	18"	18"	18"
STOCK TYPE	Styro 5	Styro 5	Styro 5	Styro 5	Styro 5
SPECIES MIX %	100%	100%	100%	100%	100%
SPECIES	PP	PP	PP	PP	PP
PLANTING METHOD	HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD
ESTIMATED SEEDLINGS	14,140	8,720	26,980	51,620	21,220
Max Allow Trees In Plot	5	5	5	5	5
ESTIMATED PLANTING DATE	1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24
TYPE OF CUT	REHAB	REHAB	REHAB	REHAB	REHAB
ELEVATION	3,000	3,000	3,000	2,000	2,500
ASPECT	W	W	N	NW	NE
AVERAGE %SLOPE	15%	15%	30%	15%	30%
SITE PREP TYPE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
SITE PREP YEAR	2021	2021	2021	2021	2021
ACCOUNT NUMBER					

TOTAL TREES

171,760

F	G	H	I	J	K	L
Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage	Whitmore Salvage
129-038	129-044	129-047	130-028	130-129	130-040	130-040-1
PER TREE	PER TREE	PER TREE	PER TREE	PER TREE	PER TREE	PER TREE
19.5	50.7	33.9	77.3	37.2	7.4	19.4
200	200	200	200	200	200	200
14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7	14.7 X 14.7
18"	18"	18"	18"	18"	18"	18"
Styro 5	Styro 5	Styro 5	Styro 5	Styro 5	Styro 5	Styro 5
100%	100%	100%	100%	100%	100%	100%
PP	PP	PP	PP	PP	PP	PP
HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD	HOEDAD
3,900	10,140	6,780	15,460	7,440	1,480	3,880
5	5	5	5	5	5	5
1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24	1-Apr-24
REHAB	REHAB	REHAB	REHAB	REHAB	REHAB	REHAB
2,500	2,500	2,500	3,000	3,000	3,000	3,000
N	N	N	S	W	SE	W
30%	40%	40%	15%	15%	15%	15%
WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE	WILDFIRE
2021	2021	2021	2021	2021	2021	2021

**EXHIBIT B**  
**COLVILLE TRIBAL FORESTRY**  
**TREE PLANTING CONTRACT**

GENERAL AND TECHNICAL SPECIFICATIONS

**I. GENERAL**

**1. Scope of Contract**

Because tree survival and growth is dependent upon proper soil and weather conditions at the time of planting and because these conditions will only prevail for a limited length of time, it is imperative that work start promptly after conditions for planting become suitable.

Estimated work start dates for each contract are listed in the Schedule of Items. Actual work start dates will depend on weather and the soil moisture of the planting area.

The normal planting dates for each unit may vary widely according to weather conditions. Therefore, the Contractor(s) shall have sufficient equipment and crews available when weather conditions are suitable for planting.

Because of normal variations in seasonal weather conditions, it is mutually agreed that the contract starting date(s) may be adjusted for each contract with no adjustment in contract time or price.

**2. Work Plan**

Before start of work the Contracting Officer and Contractor will meet at a mutually agreed upon date and location to discuss contract terms, license and insurance requirements, work performance requirements, designation of a Contractor Representative, and the Contractor plans for conducting the work. A written work plan will be developed by the Contractor and approved by Colville Tribal Forestry to establish how the Contractor plans to complete the work within the time allotted in the contract.

The work plan will contain a daily work schedule outlining the days of the week, holidays and hours the Contractor's crew will work the order in which inspection items will be completed, the average number of employees and the average number of seedlings to be planted on a daily basis. This information will establish a schedule that will be used to evaluate the Contractor's progress.

If the Contractor fails to meet the schedule established and in the opinion of the COR is in danger of not completing the contract by the contract completion date the COR may at his/her discretion recommend to the CO to terminate the contract or modify the existing

contract by removing some or all the remaining inspection items from the contract. The CO will evaluate the situation and make a decision. If the contract is terminated the Contractor will forfeit his "20% Holdback".

3. Business License

All firms doing business on the Colville Reservation are required to hold an Indian Traders License. This license may be obtained from the Bureau of Indian Affairs contracting specialist.

4. Insurance

The Contractor will be required to provide State Industrial Accident Insurance (workmen compensation) coverage or its equivalent for all persons employed under this contract. Proof of such insurance shall be filed by the Contractor with the Contracting Officer before the commencement of work by the Contractor.

5. Location and Description of Units

The work areas are located within the Colville Indian Reservation. Attached to and incorporated into this contract are brief descriptions of site conditions and planting unit maps that show specific unit locations.

The boundaries are shown on the attached planting unit maps. The maps show the general location of the units; the actual area to be planted will be described by the COR.

6. Accessibility

The work areas may be reached by forest roads that are accessible by a standard 4 wheel drive pickup, weather permitting. If roads become inaccessible because of snow, fallen trees, slides, washouts, etc., CTF may direct the Contractor to use other access routes, or exclude affected units from the contract. No payment will be made for excluded units except for work completed prior to exclusion. No vehicles will be allowed to operate on off system roads without approval from the CO or COR.

7. Contractor Obligations

A. The Contractor shall furnish all transportation, labor, supervision, supplies, material, and incidentals necessary to complete the work on time, except those to be furnished by Colville Tribal Forestry as stated in Section II.1. Planting Stock,

Materials, and Supplies .

- B.* The Contractor agrees to complete all work under this contract within the contract time listed on the Schedule of Items for each contract number. If the Contractor is awarded more than one contract, contract times will run concurrently where the time for one bid item overlaps the time for another bid item.
- C.* The Contractor will pay \$200.00 per day for each day beyond the expiration of the contract time until completion or termination of the contract.
- D.* *Contractor's Representative*

The Contractor shall designate in writing a Foreman to act for the Contractor during his absence from the work site, and the limits of the Foreman's authority. The Contractor or Foreman shall be on the project area whenever work is in progress. In the absence of the Contractor, the Foreman will communicate on behalf of the Contractor with the CO or COR.

*E.* *Communication*

The Contractor or any person authorized to communicate on the Contractors behalf with Colville Tribal Forestry shall be required to be fully literate, conversant in, and understanding of the English language. Colville Tribal Forestry will not provide a translator for communication purposes under this contract.

*F.* *Employee Supervision*

The Contractor shall have sole responsibility for the supervision of his employees. A minimum of one foreman shall be designated by the Contractor to accompany each crew of employees in his absence. The CO or COR shall communicate to the Contractor or his designated Foreman.

*G.* *Tree Planting Quality*

It is the Contractor or his Foreman's responsibility to meet all tree planting specifications under section II. Tree Planting Specifications for all seedlings delivered to the Contractor for tree planting. Inspections will be done by the CO or COR to evaluate and measure tree planting quality for payment purposes.

*H.* *Flagging Lines*

On uncompleted units, the last line of seedlings planted each day will be flagged



with flagging provided by the COR.

*I. Trash and Refuse Removal*

The Contractor shall remove all trash and refuse from the project area. Any disabled vehicle belonging to the Contractor or an employee of the Contractor shall be removed from the Colville Indian Reservation forest. Should the Contractor fail to satisfactorily perform the provisions of this section, the cost of removal of remaining trash and refuse shall be deducted from the final payment.

**8. Notice to Proceed**

The actual starting date will be issued when the Contracting Officer (CO) determines that the planting unit(s) are readily accessible and weather trends indicate continuous planting conditions will prevail. The Contractor must be ready to begin work under this contract forty eight (48) hours after notice to begin work is given by the CO. At CTF's option, planting may be initiated on any day of the week.

**9. Daily Work Plan**

A daily schedule "will be required as part of the contract work plan" developed by the Contractor. This daily schedule shall include the estimated number of employees per day, the estimated time of arrival on project site, and the estimated number of tree seedlings needed per day. It is the Contractors responsibility to notify the CO or COR by 1100 hours (11:00am) the preceding day of any changes in the daily work plans.

The Contractor shall arrive daily at the agreed upon time. The Contractor shall have one hour from the agreed upon time to determine whether work will commence that day. If within one hour the Contractor decides not to work that day a five hundred dollar (\$500.00) penalty will be assessed against the Contractor. If the Contractor fails to arrive within one hour from the start time, the COR may declare a no work decision and the Contractor will be assessed a five hundred dollar penalty for that day. If the Contractor arrives within the time limit but fails to make a decision the COR may declare a decision to work. Regardless of the decision the day will be counted as a contract day.

Ten thousand (10,000) seedlings per day per Contractor's crew shall be the minimum number of planted seedlings accepted by CTF under this contract. The only exception will be if a prior mutually agreed upon minimum number of planted seedlings for a day has been approved of by the COR. If, after the determination of a decision to plant, the Contractor fails to plant the minimum number of seedlings acceptable, CTF will assess a five hundred dollar (\$500.00) penalty. However, that day shall still be counted as a contract day. If for reasons beyond the control of the Contractor, a decision to not plant is necessary or the minimum number of planted seedlings is not reached, no penalty will be

assessed. Such reasons may include shortages or unavailability of planting stock, weather conditions not acceptable for planting, or acts of God, which might prevent access or create unsafe planting conditions. Unacceptable reasons will include failure of the Contractor to employ workers, mechanical failures of the Contractor's equipment and organizational or planning deficiencies on the part of the Contractor.

Contract compliance under this section does not in itself mean that satisfactory progress toward contract completion is being made and will not be used as justification under section 10. Progress Evaluation for failing to make satisfactory progress toward contract completion. Additionally this section may not affect recommendations or actions by the COR under section 10. Progress Evaluation.

#### **10. Progress Evaluation**

The Contracting Officers Representative will periodically (this may be as often as daily but will be at least whenever one quarter of the contract time has elapsed) evaluate the Contractor's progress towards completing the contract within the contract time period. At that time recommendations will be made, if necessary, concerning the Contractor's workplan that may aid in completing the contract within the contract allotted time period. If needed improvements are not made within two calendar days, the CO may terminate the contract. If a decision to terminate the contract is made, CTF shall retain the 20% holdback and the defaulting party will not be eligible to receive any contracts with Colville Tribal Forestry for a period of one year.

## **II. TREE PLANTING SPECIFICATIONS**

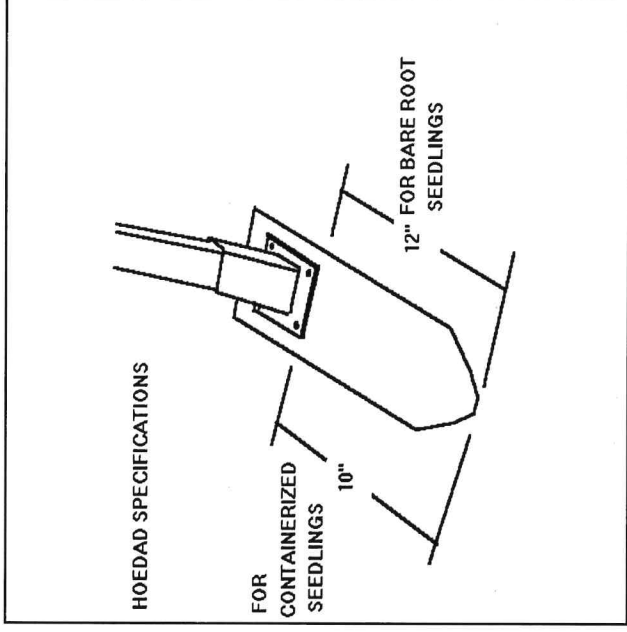
### **1. Planting Stock, Materials, and Supplies**

Seedlings shall be furnished by Colville Tribal Forestry. See Planting Data Sheets, which are attached hereto and incorporated into this contract for species and type of seedlings to be planted. If necessitated by availability of stock, CTF may substitute a species of the same stock or container size other than that listed on the planting data sheets; no adjustment in contract price will be made for such substitutions. Planting of the units listed in the contract is subject to stock availability; payment will be made based on contract bid prices, seedlings planted and the other provisions of this contract. Bid prices will not be renegotiated or adjusted due to units being excluded due to insufficient stock. The COR shall deliver the seedlings to the planting site. Delivery shall be made to the point of vehicle accessibility nearest the unit boundary unless other points are mutually agreed to by the COR and the Contractor.

### **2. Planting Equipment**

A. Augers: Auger planting of bare root tree seedlings may be required. The augers used shall be capable of drilling a 4-inch diameter hole to a depth 2 inches greater than the specified root length. The flighting and cutting bits on the auger shaft shall both have a diameter of 4 inches.

B. Hoedads: Hoedad planting of bare root tree seedlings may be required. The hoedad blades must be at least 12 inches from the tip to the first face of the handle bracket intersected and 4 inches in width.



C. Hoedads: Hoedad planting of containerized tree seedlings is required. All Hoedad blades must be at least 10 inches from the tip to the first face of the handle bracket intersected.

D. Planting Bags: Trees are to be carried in standard 1.5 inch deep tree planting bags. Planting bags shall be light in color, shall not retain water or heat and shall be free of defects.

3. Care of Trees

The Contractor shall adhere to the following specifications for the care and protection of tree seedlings. Failure to perform tree seedling care may be cause for contract termination and assessment of damages against the Contractor.

- A. Seedlings shall be protected at all times from drying, heating, smothering, freezing, drowning, crushing, abrasion, rapid temperature fluctuations, or contact with injurious substances.
- B. There shall be no sitting on or throwing of seedlings, storage bags, or boxes.
- C. Seedlings will always be kept damp but will not be allowed to stand or lie in water.

- D.* Seedlings will always be shaded from the sun and shielded from drying winds.
- E.* Seedlings delivered to a unit shall not be planted in another unit without COR approval.
- F.* Seedlings shall be planted as received without further root or top pruning or culling. If these operations appear necessary, or if mold, dry roots, freezing, or evidence of other injury is observed, the condition shall be promptly reported to the COR.
- G.* Bags, boxes, bundles or rolls shall be opened one at a time. The seedlings shall be placed into a planting bag immediately after removal from boxes.
- H.* During warm, dry, or sunny weather, seedlings shall be watered before being placed in planting bags. Portable fire fighter backpack water pumps or a pumper truck or other similar equipment may be used for this operation. Conditions that require watering will be determined by the COR.
- I.* Injurious substances such as gasoline or oil shall not be carried with seedlings in the same vehicle enclosure during transport nor in the planting bag. A box or bag saturated with gas, oil, or other injurious substance shall not be used to carry or store seedlings.
- J.* Seedlings carried by tree planters shall be in a planting bag and arranged for easy removal of one seedling at a time. Seedlings shall have only their tops exposed. Roots shall always be kept moist while in the planting bag, but at no time stand in collected water. The number of seedlings carried by each tree planter will be limited to two hundred (200) maximum, unless waived by the COR. The number of seedlings carried by the tree planter may be further limited by the COR during warmer weather conditions to prevent critical drying or heating from occurring.
- K.* At the planting spot, roots shall not be unnecessarily exposed to drying conditions. A seedling shall not be removed from the planting bag before a planting hole has been prepared for that seedling. Once removed from the planting bag the tree shall be quickly and gently inserted into the planting hole.
- L.* Bare root seedlings may be provided jelly-rolled. Containerized seedlings will be provided bagged. Bags and Jelly-roles shall be placed in planting bags intact. Jelly-roles shall not be loosened until a planter initiates taking seedlings from that particular role. At that time, the role can be loosened slightly to facilitate easy seedling removal. Seedlings shall be removed from their packaging, gently, one at a time, without stripping the roots or damaging the terminal leader buds.
- M.* Seedlings in one roll or bag shall be completely planted out before opening another

or before any work break is begun.

*N.* Individual jelly-rolls or bags that have been opened shall be planted before stopping work for the day. Seedlings that have not been planted by the end of a work day will be repackaged and replaced in seedling boxes with the same care in handling and in the same condition as when first packaged. Repackaged seedlings shall be watered if necessary. The COR, after recording weather and environmental conditions, will notify the Contractor's Representative if seedlings may remain at the planting site over night, or on weekends or holidays.

*O.* The soil medium surrounding the container seedlings' roots shall not be disturbed or removed during the planting operation.

*P.* Jelly-roll wrappers shall be saved and returned to the point of delivery.

*Q.* Trees handled improperly or negligently will be declared wasted trees by the COR. Wasted trees are trees which are lost, damaged, destroyed, or handled contrary to the specifications for care of trees and trees planted in excess of the maximum number of trees creditable as described in Section IV.1.C.5. On replant units, wasted trees also include existing trees that are damaged or destroyed by the Contractor. When wasted trees per inspection pay item exceed 3% of those credited as planted by the Contractor all wasted trees per inspection pay item will be charged to the Contractor according to the planting stock type at the following rates:

Plugs, styro five:	\$ .27 plus bid value per tree
Plugs, styro six:	\$ .29 plus bid value per tree
Plugs, styro seven:	\$ .32 plus bid value per tree
Plugs, styro eight:	\$ .39 plus bid value per tree
Plugs, styro ten:	\$ .43 plus bid value per tree
Plugs, styro fifteen:	\$ .55 plus bid value per tree
Plugs, styro twenty:	\$ .67 plus bid value per tree
Plugs, styro thirty:	\$ .63 plus bid value per tree

Bare root: \$ .55 plus bid value per tree

If the contract bid is on a per acre basis the bid price per acre will be divided by the target number of trees per acre to obtain a bid value per tree for these calculations.

#### 4. Spacing

Planting shall be performed in an organized systematic manner in which seedlings shall be planted in spots distributed over the area at the intervals prescribed on the Planting Data

Sheets provided that, for individual seedlings, the specified average spacing may be varied as much as one half the specified spacing in any direction to find a suitable planting spot. Where an unplantable spot is encountered, the tree planter will disregard spacing limits and plant in the closest suitable spot, however, average spacing shall be maintained for the unit and the number of seedlings per acre shall not be materially increased or decreased by the method of selecting planting spots. No seedling shall be planted closer than half the specified average spacing distance from planted or desirable established trees (naturals) as defined by the COR.

Existing trees (naturals) of species considered desirable by the COR that are at least five inches tall and demonstrate the potential for vigorous growth will be used to meet the spacing prescribed for planted seedlings. Naturals should exhibit desirable color, form and leader growth; be free of defect, injury and show no signs of prolonged suppression. The COR can point out examples of acceptable trees.

Where roads pass through planting sites, or where a road is the planting unit boundary, the line of trees nearest the road will be planted no further than six (6) feet from the edge of the road. No seedlings shall be planted in unsatisfactory spots. (See Section II.5 - Planting Spot Selection).

The objective of a replant or interplant is to find the holes and fill them in at the planting specifications listed on the data sheets.

## 5. Planting Spot Selection

A plantable spot is defined as an area from which vegetation, duff, ash, snow and debris has been removed or can be removed, and a seedling can be planted as specified elsewhere herein. Where possible, within requirements set forth in Section II.4 Spacing, planting spots shall be on the northerly or easterly side of stumps, logs, dead brush, and terrain features that provide shade from sun (see Exhibit B). Natural features should be utilized where possible to provide partial protection from wind, animals, loose debris, and other agents detrimental to seedling survival. Areas such as rock, dense live brush, compacted road surfaces, compacted skid trails and landings, swamps, and debris or humus over four (4) inches deep are not considered satisfactory planting spots unless otherwise specified.

At each planting spot a minimum of three (3) attempts, no less than nine (9) inches apart, shall be made. Visible evidence of these attempts should be evident to the COR. If an unplantable spot is encountered, the tree planter will plant in the nearest plantable spot available.

Openings in slash or between brush patches, rocks or other objects containing satisfactory planting spots as defined above shall be planted even though this may require cutting or spreading stems and branches aside or working around the stems or other debris.

6. Clearing and Scalping

Clearing - Planting spots shall be cleared of all limbs, logs, snow, bark, rotten wood, rocks and other loose debris.

Scalping - Planting spots shall be scalped to expose moist mineral soil. All dry soil, humus, debris, duff, ashes, sod, frost, and all vegetative material including the crown and roots of living plants are to be removed. Size of scalps required on an inspection item shall be as stated on the Planting Data Sheet.

On sloped planting spots the Contractor will terrace the scalp so the seedling will be planted on a horizontal plane in the center of the scalped area with the roots in a vertical plane (see Exhibit C).

Scalping depth shall be measured from the ground surface. Except as noted on the Planting Data Sheets, maximum depth shall be four (4) inches. If vegetation is present cut or scalp all vegetation (including roots and above ground branches) to moist, mineral soil.

For auger-planting scalpers' shall not precede the auger operators so far that excessive drying of the scalps occurs.

7. Preparing the Planting Hole

Planting holes shall be located near the center of the prepared planting spot. Seedlings shall be planted in such a way that no air pockets shall exist at the bottom or along the side of the hole.

A. For Power Soil Augers:

1. A hole, as shown in Exhibit F of the specified diameter shall be drilled at least 2 inches deeper than the maximum root length specified. Augers shall not proceed so far ahead of planters that the drilled hole or excavated material will dry excessively prior to planting. Auxiliary holes shall be drilled in cleared areas, if needed to provide additional moist mineral soil to fill the planting hole. Auxiliary holes shall be drilled no closer than 12 inches from the planting hole. Abandoned holes shall be filled in with debris or collapsed after the seedling has been planted.
2. Power augers shall be maintained in such a manner that does not leave oil or gasoline in the planting hole or on the soil used for backfilling into the planting hole.

3. Should the initial attempt to drill a planting hole fail because of subsurface rocks, roots, or other obstacles, a second effort shall be made in a slightly different part of the same planting spot. If this effort also fails for similar reasons, a third attempt shall be made in another part of the planting spot. If the third attempt fails the spot shall be abandoned as unplantable.

**B.** For Hoedad Planting:

1. The planting hole shall be broken out on three or four sides as illustrated in Exhibit D and E, with the blade of a Hoedad. The hole shall be wide and deep enough to completely accommodate the roots of the tree being planted. The hole shall be perpendicular to the ground surface on flat ground, and shall be located near the center of the scalped area. No debris will be allowed in the hole. Slit planting is not acceptable.

Depressions from heel marks within the scalped area shall be refilled with soil to ground level.

**8.** Tree Placement

**A.** Bare Root Seedlings:

Prior to removing the seedling from the planting bag, loose soil shall be removed from the bottom of the auger prepared planting hole. The seedling shall then be suspended near the center or against the side of the planting hole at a depth that after filling, firming, and leveling, the cotyledon scar (see Exhibit H) of the seedling is at the soil surface and no live foliage or limbs are buried. No portion of the roots shall be exposed nor any live needles or branches covered with soil. The roots shall not be doubled up, twisted, spiraled, or bunched. The root system shall be aligned with the axis of the planting hole with all roots extending downward. See Exhibit F & G.

Only moist soil will be placed against the tree roots. Dry soil, ash, organic matter, large rocks, and other foreign material will be kept out of the holes.

The roots will be suspended in the hole such that the roots are aligned within fifteen (15) degrees of vertical. Roots will not be significantly deformed during the planting process. Doubled up or bent (i.e., "J" or "L" shapes etc.) root arrangements are unacceptable. The principles exhibited in Exhibit I specific to containerized planting apply as well to bare root.

The stems of planted trees will be within fifteen (15) degrees of vertical. The principles exhibited in Exhibit J specific to containerized planting apply as well to



bare root.

**B.** Containerized seedlings:

Container plugs shall be placed intact into the center of the prepared hole deep enough that the trees root collar (cotyledon scar) is at the soil surface after the soil within the scalped area is leveled. There shall be no live foliage or limbs buried beneath the soil surface nor shall there be any part of the seedlings roots exposed above the soil surface.

Only moist soil will be placed against the tree roots. Dry soil, ash, organic matter, large rocks, and other foreign material will be kept out of the holes.

The root plug will be suspended in the hole such that the root plug is aligned within fifteen (15) degrees of vertical. Root plugs will not be significantly deformed during the planting process. Doubled up or bent (i.e., "J" or "L" shapes etc.) root plug arrangements are unacceptable. See Exhibit I for examples of satisfactory and unsatisfactory root arrangements.

The stems of planted trees will be within fifteen (15) degrees of vertical. See Exhibit J.

**9.** *Firmness*

For All Seedlings:

Moist mineral soil shall be filled in and firmed around seedling roots. Soil firming will be such that the trees will not pull loose when the stem is grasped between the thumb and the forefinger and jerked upward. Firming the soil around the roots shall be accomplished in a manner that assures the seedling roots are not damaged. Tree planters will not step on seedlings or firm seedlings by stamping the ground with their feet, stick or any other device.

For Auger Planted Seedlings:

Soil shall be filled in and firmed progressively in three lifts as illustrated in Exhibit F. Firming shall be accomplished by hand without the use of sticks or other devices. Firming shall be from the bottom of the hole up.

**10.** *Mixture of Species*

On units where more than one species is to be planted, seedlings shall be planted as directed by the COR.

11. Monitoring of Weather Conditions

The COR will maintain weather records throughout the course of planting operations and inform the Contractor if weather conditions warrant a change in the work plan or work shut down. If adverse weather conditions persist the COR will issue a suspend work order which may prohibit further planting for the duration of the contract. When conditions are again favorable on the uncompleted contract items, the COR will issue a resume work order.

Weather

The COR may stop planting when any of the following conditions occur:

- A. Soil moisture is not present in the top ten inches of soil.
- B. The soil is frozen more than 1/2 inch deep.
- C. Snow cover is greater than two inches.
- D. Air temperature is under thirty (30) degrees or over sixty-five (65) degrees Fahrenheit.
- E. Wind velocity is more than twenty (20) MPH, except for occasional gusts over twenty (20) MPH.
- F. Combined weather conditions (wind velocity and air temperature) are determined by the COR to be detrimental to seedling survival (see Exhibits M-1, M-2).
- G. Soil temperatures at eight to twelve inches below the soil surface are below 40 degrees Fahrenheit

**III. INSPECTION AND PAYMENT**

1. Inspection and Acceptance

- A. Tree Planting Inspection by the COR

The COR will inspect tree planting to determine if the Contractor is in compliance with the contract specifications and to provide a basis for computing the rate of

payment. While work is underway the COR will perform intermittent and/or continuous observations of tree handling, site preparation and planting procedures. The COR will also install inspection plots as outlined in section III.1.C and III.1.D. Plot installation is usually performed concurrently with tree planting. In the event that this is not possible plot installation will be completed within 7 days of the Contractor's actual completion date for the inspection item.

Each contract pay item will be inspected separately and inspection results will not be averaged with those of other contract pay items. Determination of the acceptability of the work performed will be based upon these inspections, which will be considered conclusive, except as otherwise provided in the contract. The Contractor or his Foreman are encouraged to observe inspections while they are taking place.

The COR will install a full area sample consisting of a minimum of 1.1 inspection plots per acre. Example 40 acres planted X 1.1 plots per acre = 44 plots.

**B.** Inspection: Planting Quality Evaluation

Planting procedures will be observed, and planted seedlings will be examined on randomly installed inspection plots to assure and measure compliance with tree planting specifications. Specific items include:

- I.** Above Ground:
  - A.** Spacing, (plus or minus one half (1/2) the specified spacing, in any direction).
  - B.** Planting spot selection, (moist, shaded areas if available).
  - C.** Site preparation, (scalp size as listed on the Planting Data Sheet).  
Terraced scalp on sloped planting spots.
  - D.** Tree location on spot, (near the center of the scalped area).
  - E.** Planting depth, cotyledon scar shall be at the leveled soil surface, no roots exposed; no depressions near tree.
  - F.** Stem position and damage, (within fifteen (15) degrees of vertical; no bark injury).
  - G.** Firmness

2. Below Ground  
 H. Available shade utilized.

- A. Planting hole orientation, (alignment within fifteen (15) degrees of vertical).
- B. Root configuration and orientation, (no significant distortion, within fifteen (15) degrees of vertical, downward pointing, no J or L shapes).
- C. Altered root length or damage.
- D. "Foreign" material in planting hole, (material other than moist mineral soil).
- E. Soil firming around roots, (air pockets, loose soil).
- F. Planting hole preparation

TABLE 1

TPA	Specified Spacing (Feet)	Planting spots on 1/50 acre plots
500	9.3 x 9.3	10
450	9.8 x 9.8	9
400	10.4 x 10.4	8
350	11.2 x 11.2	7
300	12.0 x 12.0	6
200	14.7 x 14.7	4

TABLE 2

Number of Plantable Spots	Maximum No. Allowable Trees	Number of Plantable Spots	Maximum No. of Allowable Trees
1	1	8	9
2	2	9	10
3	4	10	11
4	5	11	12
5	6	12	13

6	7	13	15
7	8	14	16
8	9	15	17

**TABLE 3**

Number of Satisfactory (Aboveground) <u>Planted Trees on Plot</u>	Minimum No. To be dug <u>1/50th acre plot</u>
1-2	1
3-4	2
5-6	3
7-9	4
10-12	5
13 +	6

The trees will be dug starting with the tree closest to the plot center and progressing outward.

**C. Inspection Plot Procedure**

Sample plots will be examined as follows:

Plots will be distributed randomly over the entire acreage. Inspection by the **COR** within each plot will be as follows:

1. Locate and mark the plot center on the ground using flagging. Plots are to be consecutively numbered. The plot number shall be written with a permanent marker on the flagging hung at the plot center.
2. Determine from Table 1 (right hand column titled maximum planting spots) the number of planting spots for the plot based on the specified spacing. Record this number in column 3 of the Planting Inspection Sheet (Exhibit L). The plot radius is 16.65 feet or 16 feet 7 and 13/16 inches as measured in a horizontal plane. Correct for slope when necessary (see Exhibit K). Determine the number of unplantable spots on the plot. Count the number of planting spots occupied by acceptable naturals (trees not

planted and defined as acceptable by the COR) and the number of planting spots defined as unplantable because of the presence of excessive amounts of rock, slash, brush, etc. Record this figure in column 4. Subtract column 4 from 3 and record in column 5, plantable spots.

3. Determine the maximum number of allowable trees based on the value in column 5 (Plantable Spots) from Table 2. Record this value in column 6.
4. Hold a tape measure at plot center then count the planted trees as they are intersected by the plane formed by the tape while proceeding clockwise around the plot from true north. Record in column 7 the number of trees planted on the plot.
5. Determine the number of wasted trees. Column 7 minus column 6, record the result in column 8 if the value is greater than zero. Wasted trees should be specifically identified on the ground if possible. If the wasted trees cannot be specifically identified on the ground it is assumed that the wasted trees are the last trees counted in step 4. Wasted trees should not be further inspected.
6. Inspect and determine the number of planted trees which fail to meet the above ground contract specifications. Subtract this number from column 6 or 7, whichever is smaller; record in column 9 (satisfactory trees above ground). Wasted trees as identified in step 5 will not be inspected.
7. From Table 3 determine the number of trees to be inspected below ground based on the value in column 9. Record this number in column 10. Then dig the trees and determine the number that is satisfactory.
8. Record the number of trees meeting below-ground contract specifications in column 11.
9. Periodically compute planting quality to track the Contractor's performance. If quality falls below 90% and the Contractor is working on the unit keep the Contractor informed of his planting quality. Payment will be based on the planting quality percent calculated from all the plots in an inspection item. Calculate planting quality by the following formula:

$$\text{Planting Quality \%} = \frac{\text{No. of sat. trees above ground} \times \text{No. of sat. dug trees} \times 100}{\text{No. of plantable spots} \times \text{No. of dug trees}}$$

Percentage of planting quality as calculated above will be rounded to the nearest whole percent. Upon completion of each inspection item, the Contractor may request in writing a final evaluation of planting on that inspection item. The evaluation results for the

inspection item will be made available within 3 days of receipt of the Contractor's request.

**D. Reinspection Upon Contractor's Request**

If the original COR verification inspection results are unacceptable to the Contractor, a reinspection may be requested. Requests for reinspection must be made in writing within five (5) days after receipt of notice of initial inspection results. The same inspection procedure will be used but new plots will be selected. The inspection pattern will be shifted so new inspection plots will not overlap previously inspected plots.

**E. Inspection Results Used to Determine Payment**

The inspection results of the first examination will be used in determining payment and acceptability if reinspection results rounded to the nearest whole percent are within 5% of the first inspection. If reinspection indicates a variance of more than 5% from the first inspection the results of the second inspection rounded to the nearest whole percent will be used.

**F. Payment for Reinspection by Contractor**

If the results of the reinspection rounded to the nearest whole percent are within 5 percentage points of the previous inspection, the Contractor will pay the actual cost of the reinspection.

**2. Measurement and Payment**

**A.** Each inspection item on the contract will be bid separately. The units of measure used will be either per acre or per tree. A single contract may have some inspection items bid by the tree and some bid by the acre.

**1.** Inspection items bid by the tree will be paid for based on the number of trees actually planted not the number of trees available as listed in the Planting Data Sheet. The COR will track the number of trees planted on an inspection item.

**2.** Inspection items bid by the acre will be paid for based on the acreage actually planted which may not be the same as the acreage listed on the Planting Data Sheet. Deductions will be made for areas not planted.

**B. *Acreage Measurement***

All linear and area measurements required under this contract will be measured on

a horizontal plane. Traverses made to determine acreage will have an error of closure of less than or equal to 2 (two) percent of the perimeter distance.

*C.* Acreage Remeasurement

Remeasurement of the acreage under this contract will be made upon the written request of the Contractor. Request for remeasurement must be made in writing within five (5) days after planting has been completed on the unit.

If remeasurement indicates a difference of .5% or less from the original measurement, the Contractor will pay the actual costs of the remeasurement. Payments will be based on the second measurement where the difference between measurements is more than .5%. Where the difference is .5% or less, the results of the first measurement will be used. Payment will be made to the nearest tenth of an acre.

*I.* The Contracting Officer will remeasure acreage under this contract if evidence indicates, in his opinion that the acreage stated in the contract is in error, The results of the remeasurement will be given to the Contractor. Payments will be based on the remeasurement. Acreage will be rounded to the nearest tenth of an acre.

*D.* Calculation of Payment for Tree Planting

Payment, minus deductions, will be made for completed units of work at the contract bid price wherever the quality of planting is 90 percent or above, based on inspections as outlined in Section III,1 Inspection and Acceptance. Where inspection determines planting quality is between 75 and 90 percent, it is mutually agreed that the work will be accepted at a rate reduction of 2 percent for each 1 percent the quality of work is below 90 percent. Where quality falls below 75 percent, no payment will be made for the work.

In the event that a unit cannot be completed for reasons such as a shortage of seedlings or snow cover the Contractor will be paid based on the work completed.

Payment Example

Assume a unit bid price of \$80.00 per acre or a per tree bid price of \$.20 per tree and an inspection item contract.

Assume a planting quality of 84 percent: Deduct 12 percent (2 percent for each 1 percent quality is below 90 percent); 100 percent minus (-) 12 percent equals (=) 88 percent pay rate. If the contract is based on a acreage unit bid price of \$80.00 per



acre then 88 percent multiplied (X) by \$80.00 per acre equals (=) \$70.40 per acre. If the contract is based on a bid per tree basis then 88 percent multiplied (X) by \$0.20 per tree equals (=) \$0.176 per tree.

Trees identified as wasted during the plot examination will be expanded to a per acre basis. Additional charges for wasted trees will be made for trees that are improperly handled as defined under Section II.3.Care of trees. If wasted trees exceed three percent (3%) of the total trees delivered to the Contractor for planting on the inspection item all of the wasted trees will be charged for at the rate per tree indicated in Section II.3.Q. Plus contract bid price per tree. If the contract was bid on a per acre basis the value per acre will be divided by the target trees per acre to arrive at a price per tree for the purpose of this calculation. Such charges will be deducted from earnings as calculated above.

Number of wasted trees to be charged for shall be calculated as follows:

Total number of wasted trees from inspection record divided by number of plots taken multiplied by the reciprocal of the plot size multiplied by the number of acres in inspection item, plus trees determined wasted under care of trees specifications. If the total of wasted trees exceeds three percent of the total trees credited as planted by the Contractor for the inspection pay item then the total of wasted trees shall be multiplied by the sum of the proper rate in section II.3.Q and the bid planting cost per tree. This amount will be subtracted from earnings as previously calculated. If the contract was bid on a per acre basis the rate per acre will be divided by the target number of trees to be planted per acre to determine the rate per tree to be used in this calculation.

For example: If on an inspection item, styro seven plugs were being planted and a total of 2 wasted trees were found on 25, 1/50 acre plots which were taken on a 20 acre unit where 8100 trees had been planted, and a bundle of 200 trees had been wasted through improper care, the calculation would be made as follows:

$$\frac{2 \times 50 \times 20}{25} = 80 + 200 = 280 \text{ wasted trees}$$

$$8100 \times .03 = 243 \quad 280 \text{ is greater than } 243 \text{ therefore waste has exceeded } 3\%$$

\$0.17 tree value from Sec II.3.Q + \$0.20 planting cost = \$0.37 deduction per tree

280 wasted trees x \$0.37 deduction = \$103.60 deduction for wasted trees

The Contractor may request a partial payment after the completion of all work on an inspection item. CTF will only authorize a partial payment for completed pay items if all work is completed to contract specifications by the Contractor, inspections performed, and the results accepted by both parties. CTF shall retain its right to deny payment for any and/or all contract pay items that are not satisfactorily completed to contract specifications.

All payments made under this contract will be calculated according to the guidelines under Section III.2. Measurement and Payment. The twenty percent (20%) holdback will be withheld until all work performed under this contract has been accepted by both parties and approved by the CO.

# OMAK/NESPELEM DISTRICT FORESTRY

FOREST DEVELOPMENT    TIMBER SALES    PRESALES  
FOREST ENGINEERING    SILVICULTURE



## CONTRACTORS WORK PLAN

Date \_\_\_\_\_ Activity \_\_\_\_\_

Contractor \_\_\_\_\_ Foreman \_\_\_\_\_  
Phone # \_\_\_\_\_ Phone # \_\_\_\_\_  
Alternate #'s \_\_\_\_\_

Name of Workers;

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMENTS: (E.g.: start date, start time, meeting place #workers, daily,  
Weekly work schedule, #seedlings per day, completion  
Date)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE AND INCLUDE THIS WORK PLAN WITH YOUR COMPLETED BID SHEETS**



# Confederated Tribes Of The Colville Reservation



## Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters.

- I. The Offeror certifies, to the best of its knowledge and belief, that
  - A. The Offeror and/or any of its Principals-
    1. Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, are declared ineligible for the award of contracts by any Federal, State Agency or Tribal Government;
    2. Have ( ) have not ( ) within a 7 year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, tribal or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and
    3. Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of the offenses enumerated in subdivision 2 of this provision.
    4. Have ( ) have not ( ) within a 7 year period preceding this offer have a civil or criminal judgement rendered against them by a tribal court for any offenses related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firms status as an Indian contractor.

The Offeror has ( ) has not ( ) within 7 year period preceding this offer had one or more contracts terminated for default by any Federal agency, State agency or Tribal Government.

- II. Principals for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (general manager, plant manager and or similar positions. This certification concerns a matter writing the jurisdiction of an agency or the United States and the making of a false fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a ) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Tribes, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the above information is true, correct and complete.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature and Date

Contract Name: \_\_\_\_\_

Bid Evaluation Information

Bidder Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

1. Do you currently hold any other contracts? \_\_\_\_ Yes \_\_\_\_ No  
If yes, please provide the following information:

Contract Type	Acres	Completion Date	District	COR

2. Have you or your company ever been "Defaulted"? \_\_\_\_ Yes \_\_\_\_ No  
If yes, date of default \_\_\_\_\_ from whom \_\_\_\_\_

3. Do you own the required equipment necessary to successfully complete this contract or will you lease or rent? Own Rent Lease (circle)

Description of equipment:

Year or Hours	Make	Model	Quantity	Condition

4. Will you subcontract any of the work? \_\_\_\_ Yes \_\_\_\_ No

Name of subcontractor: \_\_\_\_\_

Is the subcontractor Indian Owned? \_\_\_\_ Yes \_\_\_\_ No

5. I currently have or will purchase and provide proof of insurance prior to beginning work.  
(General contractor's liability insurance)

\_\_\_\_ Yes \_\_\_\_ No Coverage Amount: \_\_\_\_\_