



The Confederated Tribes of the Colville Reservation

P.O. Box 188, Keller, WA 99140

(509) 634-3130

FAX: (509) 634-3149



Monday, October 02, 2023

Dear Contractors:

Thank you for picking up our Bid packet. At this time San Poil Forest Development is offering a stocking survey contract up for bid. The units are in the Devil's Elbow fire area.

SALE NAME	PAY ITEM	ACRES	PLOTS
Devil's Elbow	8	258.3	387

It is the Contractor's responsibility to inspect each unit and be familiar with the amount of work required to complete the job. Please bid responsively and responsibly, the lowest bid received may not be the acceptable bid. I encourage you to become a TERO certified contractor to avoid TERO fees. Contact the TERO Office to update your information at (509)634-2716. Also check to see if your Trader License is updated. You may contact the BIA Administration Building at (509)634-2315 to purchase a Trader License; the fee is \$5.00 which is good for 10 years. Contractors be aware that the Colville Tribes will comply with IRS Tax reporting requirements.

Bid is due **October 20, 2023 by 4:00 P.M.** or post marked by that date & time. Bids must be placed in the San Poil Forestry drop box located at Mt Tolman just inside the rear SW door. Incomplete or unreadable bids will be rejected. Packet Must have **SAM.gov** verification or bid will **BE REJECTED. No faxed or e-mail bids will be accepted.** Colville Tribal Forestry reserves the right to accept or reject any and all bids.

When turning in your bid, please remember to include the following.

1. Work Plan needs to have the following:
 - a. Estimated number of planted seedlings per day
 - b. Estimated days to complete the contract
 - c. A list of all workers
 - d. Work schedule and hours
 - e. Tribal Foreman

Must be included with Bid Packet.
2. A copy of your Contractor Liability insurance, if you do not have one please state in the work plan how you plan on obtaining one. Workmen's Compensation Insurance will be placed through the Colville Tribe. But if you have Workmen's Compensation insurance then it **must be approved** through the Risk Management Office. The Insurance needs to be in place before work starts. If you have the insurance please submit it with your Bid.
3. TERO Compliance and Utilization Form
4. Bid Sheet
5. Bid Evaluation Form
6. Debarment Form
7. SAM.gov Verification- **Must be with Bid Packet.**

Please remember to include the above items in your returned bid unless it will be an incomplete bid and will be rejected. If you have any questions, please contact our office at (509)634-3130 and ask for Charles LaPlante.

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ATTACHMENT A
SURVIVAL / STOCKING SURVEY
GENERAL AND TECHNICAL SPECIFICATIONS

I GENERAL

1. Scope of Contract

It is the purpose of this contract to secure services for the collections of data to determine survival and stocking for tree seedlings on designated tracts of land located within the Colville Indian Reservation. The Contractor shall furnish all labor, equipment, supervision, transportation, supplies, except those designated as furnished by Colville Tribal Forestry (Section II.1) and the incidentals to perform all work specified herein.

2. Independent Contractor

For all purposes of this agreement the Contractor shall be deemed to be an independent Contractor and not an agent, servant of employee of the Colville Confederated Tribes. Nothing herein contained shall be construed as giving San Poil District direct control over the internal affairs and operations of the Contractor. The Contractor shall not hold itself out or represent to third parties that it has any authority to act on the behalf of the Colville Tribal Forestry or to bind or obligate Colville Confederated Tribes and San Poil Forestry District in any way.

3. Contract Officer's Representative

The Contract Officer (CO) will designate one or more representatives hereinafter referred to as the Contract Officer's Representative (COR) who will provide on-the-ground administration of the contract. The Contractor will be required to meet with the COR before work commences to discuss work performance requirements and work progress schedules.

4. Work Plan

Before start of work the Contract Officer's Representative and Contractor will meet at a mutually agreed upon date and location to discuss contract terms, license, work performance requirements, designation of a Contractor's Representative and the Contractor's plans for conducting the work. Also proof of insurance will be submitted. A written work plan which was submitted with the bid will be reviewed by to COR and accepted as a time line to complete 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 daily production. 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 deadline and in the opinion of the COR is in danger of not completing the contract by the completion date. The COR may decide to terminate the contract or modify the existing contract by removing some or all the remaining inspection items from the contract. If the contract is terminated the Contractor will forfeit his/her performance bond or holdback, which ever applies. (Refer to Section I.5)

5. Bond

There will be a 20% holdback will be withheld from all payments to the Contractor until all contract requirements are fulfilled.

If the CO or COR terminates the contract for nonperformance of contract specifications, the Contractor will forfeit his/her 20% holdback. The contractor will only be paid for the work completed, minus the 20%holdback.

6. Business License

All firms doing business on the Colville Reservation are required to hold an Indian Traders License. A license valid for ten years costing \$5.00 can be applied for from the Bureau of Indian Affairs contracting specialist. Payment must be a money order made payable to the Bureau of Indian Affairs.

7. Insurance

Contractor agrees to keep in force a Contractor's Liability Insurance in the amount of at least \$1,000,000.00, at the Contractor's expense a during the entire period of this contract such liability insurance as will protect him or her from claims under workers compensation, and other employee benefit laws for bodily injury and death, and for property damage that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. Proof of insurance must made available at the time of signing.

8. Colville Tribe Employment Regulations

The Contractor shall comply with all regulations and provisions of the Tribal Employment Rights Ordinance (TERO) and Title 88.

- A. The Contractor will obtain from the TERO Office the direction and forms necessary to complete Compliance and Utilization plans. Work will not commence until the TERO commission approves Compliance and Utilization plans.
- B. New employees hired during the term of this contract will be immediately reported to the TERO Office. Non-tribal members may not be hired without first placing a job order with the TERO hiring hall.
- C. Final payment will not be made until pending complaints before the TERO have been resolved.
- D. Employment disputes will be handled through the TERO Office as required under the TERO Ordinance.

9. Disputes

The Contractor agrees that the Colville Tribal Courts shall have jurisdiction over the Contractor for the purpose of resolving disputes arising out of this contract.

10. Locations and Description of Units

The work areas are located within the Colville Indian Reservation. Attached to and incorporated into this contract are unit maps that show specific locations. The tracts identified on the maps are previously cut timber sale units. Most units are designated to be surveyed are clear cuts, some are seed tree cuts, few fire rehab areas and a few are rehabilitation cuts. Generally the boundaries for each unit can be distinguished from the surrounding areas by a change in the size and density of the timber. Fire lines or roads may also serve as a boundary. Or there may be pink and black ribbon outline the boundary.

11. Accessibility

Forest roads that are accessible may be reaching most work areas by a standard 4-wheel drive pickup, weather permitting. In some cases, roads become inaccessible because of snow, fallen trees, slides, washout, etc., Colville Tribal Forestry may direct the Contractor to walk to work areas or 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.

12. 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 the Colville Tribal Forestry as stated in Section II.1. Materials and Supplies
- B. The Contractor agrees to complete all work under this contract within the contract time. If the Contractor is awarded more than one contract, contract times will run concurrently. It the Contractor's responsibility to notify the COR in writing to request an extension of the contract before the contract time expires.
- C. The Contractor will pay for all administrative cost at a rate of \$200.00 per day incurred by the Colville Confederated Tribes and San Poil Forestry District beyond the expiration of the contract time until completion or termination of the contract.
- D. Contractor's Representative
 - a. The contractor shall designate in writing a person to act for him during his absence from the work site, and the limits of his representative's authority. This designated Contractor's Representative will also be the foreman. The Contractor or his authorize representative shall be on the project area whenever work is in progress. In the absence of the Contractor, his/her authorized representative will receive instructions from the COR and will take such action as required to keep the job in progress under the terms of the contract.
 - b. The Contractor's Representative must be fully conversant in, and understanding of, the English language and able to be understood by all members of the contractor's crew. The Foreman must be a Colville Tribal Member.

E. Camping

Contractor will be allowed to camp on or near work sites. Contractor will consult with the COR to determine the location of a suitable campsite. At all times the Contractor will properly dispose of all garbage and waste. When the Contractor abandons the campsite the campsite will be neat and orderly in appearance. If there is a campfire, the contractor must obtain a fire permit for Mt Tolman Fire Center and give location of the campsite. Final contract payment will not be made until the COR has inspected the Contractors campsite and is satisfied that the above requirements have been met.

F. Trash and Refuse Removal

The Contractor shall remove all his/her trash and refuse from the project area. Material to be removed includes, but not limited to: used engine oil, oil filters, oil cans, grease cartridges, tin cans, paper, plastic bags, pop cans and bottles, etc. Anything that was packed onto the job site is considered trash and refuse. Any disabled vehicles belonging to the Contractor or their employees shall be removed. Should the Contractor fail to perform, the cost of the removal and disposal shall be deducted from the final payment.

G. Occupational safety and Health

- a. The Contractor will be bound by the provisions of the Occupational Safety and Health Act of the Confederated Tribes of the Colville Reservation as administered by the Tribal Occupational Safety and Health Administration (TOSHA)
- b. The Contractor is responsible for safety of all his/her employees, including but not limited to all accidents that occurred on the work site and in transit to and from the work site. Each vehicle owned and/or utilized by the Contractor must contain one first aid kit.
- c. All unsafe or illegal conditions or actions observed by the COR or inspector will be reported to the appropriate authorities.

13. Progress Evaluation

The Work Plan submitted with the contract will be used to determine the Progress of the contract. The COR will periodically evaluate the Contractor's progress to determine if the Contractor will be able to complete the contract within the contract time. If in the opinion of the COR progress is unsatisfactory, the COR will issue a written warning to the Contractor. If after a warning has been issued, the Contractor's progress continues to be unsatisfactory the COR may recommend to the CO to declare the contract in default. The contract will be terminated and the Contractor will forfeit his/her 20% holdback.

14. Loss of Eligibility of Future Contracts

If the contract is declared in default the Contractor will not be eligible for future with in the Colville Reservation, for a period of one year. His/her eligibility will be reconsidered upon application to the Contracting Officer.

II. SURVIVAL / STOCKING SURVEY SPECIFICATIONS

1. Material and Supplies

Colville Confederate Tribes and San Poil Forestry District will provide the Contractor with maps, ribbon and data sheets. The Tatum and compass will be supplied by San Poil Forest-Development but must be returned in order to process final payment. If the equipment is lost or damage we will deduct the replacement cost from you final pay.

Replacement Cost

Compass	\$45.00
Tatum	\$25.00

2. Contractor Furnished Equipment

The Contractor shall furnish transportation, labor, supervision, permanent markers and colored pencils and other equipment necessary to complete the work.

3. Procedure for Locating Stocking Survey Lines and Plots

- A. Randomly select a starting point for the first line. The starting point needs to be located near a corner of a unit. At this point hang some ribbon. On the ribbon write the line number, the distance and bearing to the first plot.
- B. From the starting point proceeds to the first plot. The first plot along each survey line will be approximately one chain (66 feet) in distance from the starting point.
- C. **(On units less than 20 acres use the following :)** Each plot will be 2 chains (132 feet) apart, until no more plots can be established on the survey line. No plot shall be taken if any portion of the plot falls outside the unit boundary or within ½ chains (33 feet) from the unit boundary. When no more plots can be established on a survey line within the unit boundary proceed to the unit boundary and flag the ending point of the survey line. On the flagging write with permanent marker the bearing and distance to the last plot on the survey line, the last plot number and line number.
- D. Proceed to the next survey line. Each survey line will be located three chains (198 feet horizontal distance) from the previous survey line and run parallel to it. As outlined above flag and label the starting and ending points of each survey line. Establish plots on each survey line as outlined in B above.
- E. **(On units greater than 20 acres use the following :)** Each plot will be 1 chain (66 feet) apart, until no more plots can be established on the survey line. No plot shall be taken if any portion of the plot falls outside the unit boundary or within ½ chains (33 feet) from the unit boundary. When no more plots can be established on a survey line within the unit boundary proceed to the unit boundary and flag the ending pint of the survey line.

On the flagging write with permanent marker the bearing and distance to the last plot on the survey line, the last plot number and line number.

- F. Proceed to the next survey line. Each survey line will be located five chains (330 feet horizontal distance) from the previous survey line and run parallel to it. As outlined above flag and label the starting and ending points of each survey line. Establish plots on each survey line as outlined in B above.
- G. Continue this process until survey lines and plots are distributed uniformly throughout the entire unit.

4. Stocking Survey Plot Procedures

- A. At each plot mark the plot center: push a stick into the ground and tie a piece of flagging around it. Hang another piece of flagging nearby where it will be visible, preferably within the line. On both flagging write with a permanent marker, the survey line number and the plot number, the distance and azimuth to the plot center. Plots are to be numbered consecutively throughout the entire unit.
- B. Determine the level of stocking. Use a 7.45 plot radius to determine if a seedling is present on this plot. Be sure to write on the flagging the stocking level. The plot types and codes are defined below. On the data sheet record in the stocking level column and mark an X

RED	S	Satisfactorily stocked an area within the plot radius where one tree is present.
BLUE	U	Unsatisfactorily stocked is an area within the plot radius that can support a healthy tree seedling
GREEN	NS	Nonstockable is an area within the plot radius that cannot support a tree due rock out crop, rocky soil, slash road, skid trail, a landing, or a wet area or heavy brush. This reason must be listed in the comment.

- C. Inspect each tree for damage. Utilize the damage codes listed below and make a comment about the tree if needed

Code Description

C	Cattle/livestock-includes browsing, pulling trampling, rubbing and hoof girdles.
D	Deer/Elk- includes browsing or clipping of current year growth.
R	Rodents-includes small animals such as squirrels, rabbits, porcupines and gophers. Indicated by clipping gnawing or stripping of bark.
I	Insects-tree has evidence of insect or disease activity.

- F Frost-includes frost heaving and frost burns (red or gray needle tips) or loss of needles.
- U Unknown-visible damage due to unknown caused. If damage is not fully identified, make notes in the comment section.
- D. Map each plot location on the sheet provided. Note the azimuth; plot number and distance between the plots. Use the color codes in Section II.4B for your plot locations.

5. Data Recording

All completed data sheets and maps must be legible. Illegible data sheets and maps will be returned to the contractor to be redone. Data recording instructions are below.

- A. Completely fill out the heading on each sheet.
- B. For each plot record in the space provided the azimuth
- C. For each plot record the line number.
- D. For each plot record the plot number
- E. Tally only one live seedling that meets the criteria listed below:
 - 1. Tally only live seedlings.
 - 2. Only one seedling per plot will be counted
 - 3. The counted seedling needs to be at least 5 inches in height (except the planted trees that is less than 5 inches)
 - 4. Species preference will be as follows for each seedling
 - Ponderosa Pine
 - Western Larch
 - Douglas fir
 - Engleman Spruce
 - Lodge pole Pine
 - Western White Pine
 - Sub alpine-fir
 - 5. Tallied trees must exhibit satisfactory height growth rates, have good form and free from serious defects
- F. If no seedling was located then classify the plot as either an unstocked plot or a nonstocked plot and check the appropriate column with an X on the data sheet

- G. Note the damage codes and listed above in the appropriate column.
- H. For each plot in the column label Gopher, circle the Y if gopher activity is present on the plot. Circle N for no gopher activity present. Gopher activity is evidence of fresh mounds, or old mounds of subsoil are present within the plot.
- I. Note any pertinent information in the comment column.
- J. For each completed data sheet sum the data and write the total in the space provided at the bottom.
- K. As each plot location is mapped on the survey map provided for each unit label line numbers, plot numbers azimuth, directions (N, S, E, W) and color code each plot with the color code listed above.

III INSPECTION AND ACCEPTANCE

1. Basis for Payment

Contracting Officer's Representative will randomly select no less than 20 percent of the total number of the Contractor's plots for each inspection item. Inspections will be conducted to determine contract compliance and provide a basis for payment as follows.

- A. The Contracting Officer's Representative will resurvey each selected plot to determine if the specifications in Section II 3, 4 and 5 were met. The results of the COR resurvey will be the basis to evaluate the accuracy of the Contractor's work. Any discrepancy between the Contractor's results and the COR result will be considered a Contractor error. An accuracy rate of 85 Percent (85%) or greater will be considered acceptable work, for full payment
- B. The COR will also inspect the work to determine if the specifications in Section II 3, 4 and 5 are met.

2. Unsatisfactory Location of Survey Lines and Plots

If the Contractor fails to satisfactory meet the specifications in Section II.3, 4 and 5 the Contractor will rework the Unit at no cost to Colville Confederated Tribes and San Poil Forestry District within two days of written notification of unsatisfactory performance.

3. Unsatisfactory Accuracy Rate

If the Contractor fails to satisfactory meet the specification in Section II.3, 4 and 5 as indicated by the accuracy rate of less the 85%. The Contractor will rework the unit at no cost to Colville Confederate Tribes and San Poil Forestry District within 2 days of written notification of unsatisfactory performance.

4. Failure to Take Corrective Action

If the Contractor fails to promptly perform the services again or to take the necessary corrective actions as directed by the COR to ensure future performance in conformity with contract requirements Colville Confederate Tribes and San Poil Forestry District will terminate the contract for default. The Contractor will forfeit his/her 20 percent holdback.

IV REINSPECTION UPON CONTRACTORS REQUEST

1. Request for Reinspection

If the original COR inspection results are unacceptable to the contractor, a reinspection may be requested. Request for reinspection must be made in writing within 5 days after receipt of notice of initial inspection results, the same inspection procedure will be used but new plots will be selected.

2. Inspection Results Used to Determine Payment

The inspection results of the first examination will be used to determine payment and acceptability if reinspection results rounded to the nearest whole percent are within 5% of the first inspection. If reinspection indicated 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

3. Payment for Reinspection by Contractor

If the results of the re-inspection rounded to the nearest whole percent are within 5 percent points of the previous inspection, the Contractor will pay the actual const of the re-inspection

V. MEASUREMENT AND PAYMENT

1. Accuracy Formula

The accuracy rate for each inspection item will be determined by comparing the data recorded by the contractor on the data sheets and the units survey map for plots selected by the COR, to the data recorded by the COR on the same plots. The formula for computing accuracy for each inspection item is:

$$\text{Accuracy Rate \%} = \frac{\text{Total points for contractor data entries}}{\text{Total points possible to determined by the COR}} \times 100$$

Point System For Stocking Surveys

1 Point for an accurate and complete page heading. Page heading includes unit name, comp/stand number, surveyed by, start point and date.

1 Point for each plot Azimuth, line and plot spaces have been filled out completely and accurately

1 Point for each seedling whose species is correctly identified

5 Points for each seedling that is identified correctly in the right column(planted and natural)

1 Point for determining if a plot is unstocked or nonstocked.

1 Point for each plot checked by the COR if the plot location is correctly mapped, line number is correctly labeled, the lot number is correctly labeled and plot type is correctly color-coded.

1 Point for each column total that is added correctly.

2. Payment Rates

- A. Payment for work completed by the Contractor and accepted by the COR will be made at a rate of 100 percent of the contract bid price per plot multiplied by the number of plots in the inspection item for work with an accuracy rate of 95 percent and above.
- B. For work complete by the Contractor and accepted by the COR with an accuracy rate less than 95 percent but greater than or equal to 80 percent payment will be calculated as follows:

$$\text{Payment} = \frac{\text{Accuracy rate \%}}{100} \times \text{contract bid price/plot} \times \text{\#of plots}$$

- C. A 10% margin above or below the number of estimated plots given on the bid sheet will be accepted as a satisfactory sample size. If the number of actual plots sampled by the contractor is greater than 10% of the estimated number of plots listed on the bid sheet for that item no payment will be made for the plots that exceed the 10% margin. At the discretion of the COR may allow for payment if the plots are uniformly spaced and that there are no plot errors. If the number of actual plots sampled by the contractor for an item is less than the estimated number of plots listed on the bid sheet for that item, by more than 10% the contractor will sample additional plots at the COR discretion until a satisfactory sample size is attained.

Stocking Survey Contract
 ON THE COLVILLE INDIAN RESERVATION
 Devil's Elbow 2024
 REQUEST FOR PROPOSAL FOR CONTRACT _____

You must bid on each Inspection Item in this contract or total contract bid will be rejected.

Note: _____

UNIT NAME	UNIT #	PAY ITEM	ACRES	Plots	BID/ Seedling	\$ TOTAL
Devils Elbow	342-313	A	35.0	53		
Devils Elbow	342-002	B	16.0	24		
Devils Elbow	342-06C	C	40.0	60		
Devils Elbow	342-054	D	51.0	77		
Devils Elbow	341-010	E	34.0	51		
Devils Elbow	342-071	F	13.0	20		
Devils Elbow	345-110	G	36.3	54		
Devils Elbow	342-073	H	33.0	50		
Total Acres			258.3	387		

TOTAL CONTRACT \$ _____

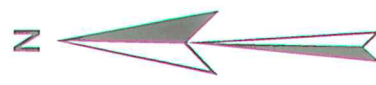
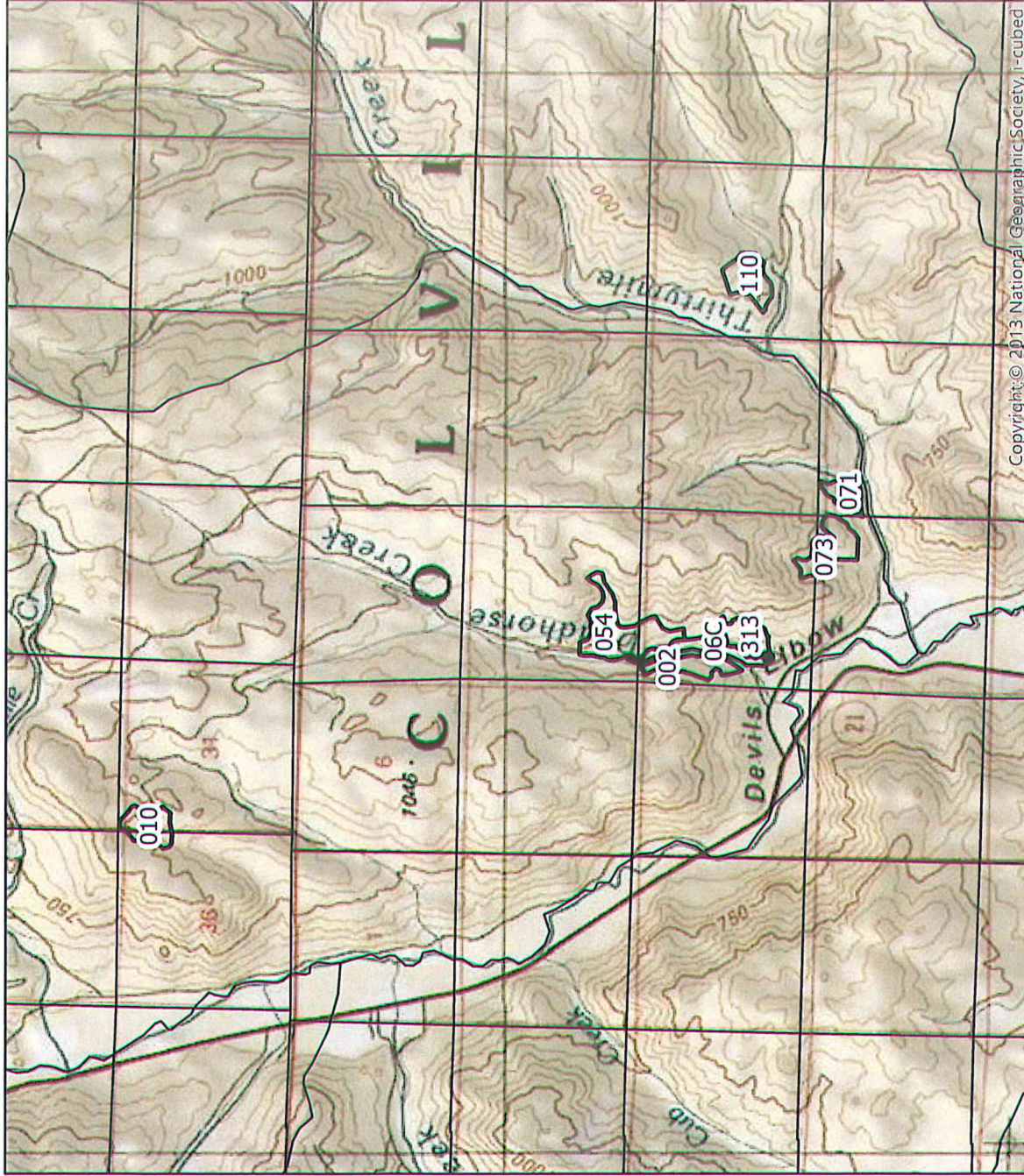
CONTRACTOR: _____

ADDRESS: _____

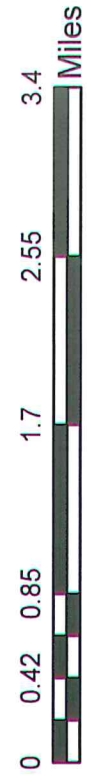
CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

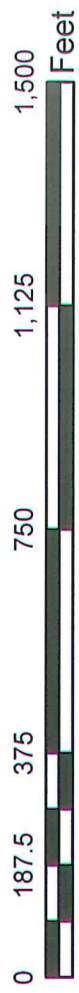
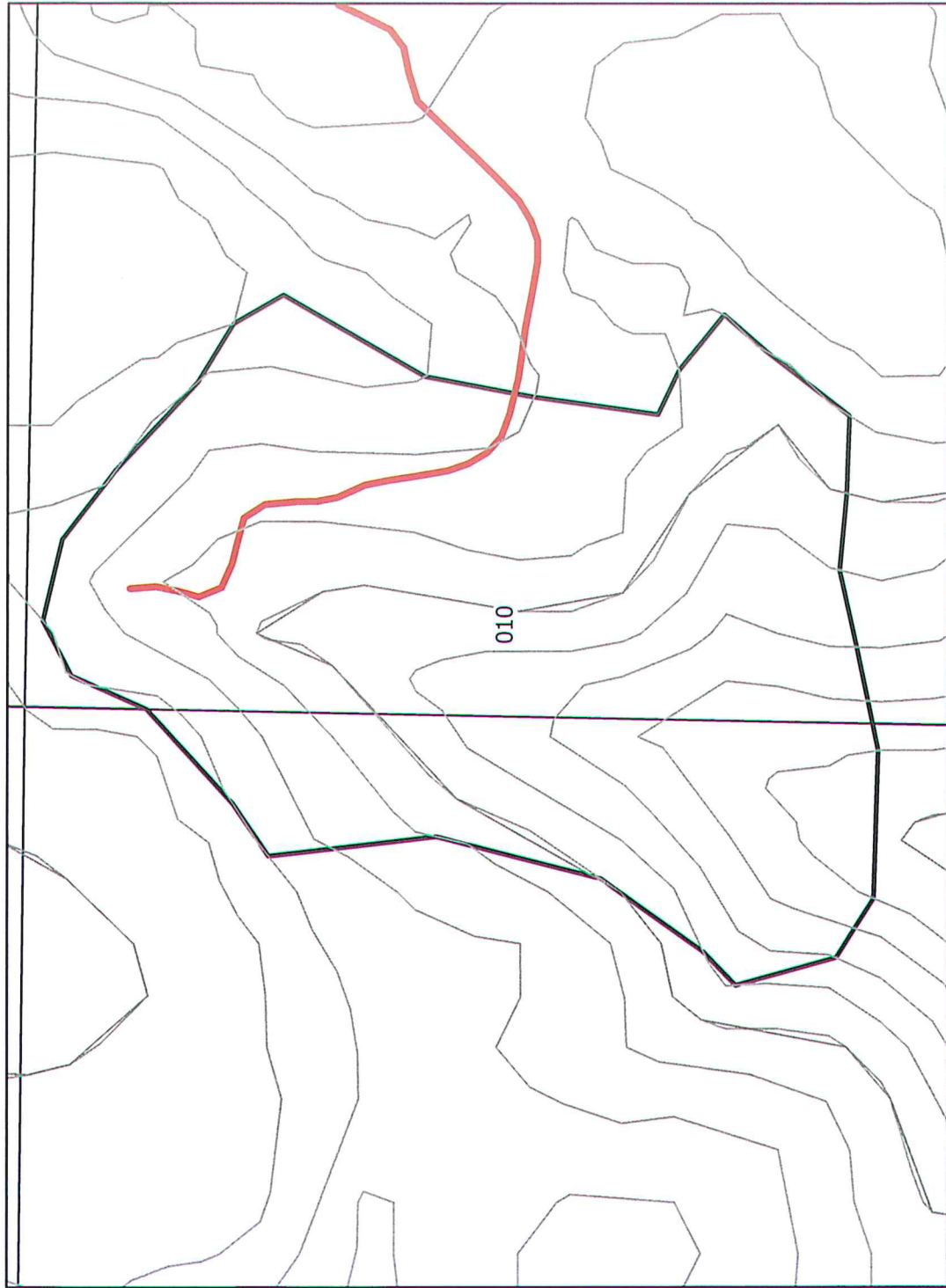
Devil's Elbow Stocking Surveys 2024



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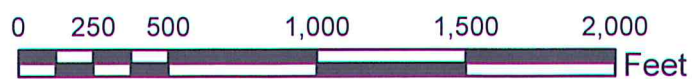
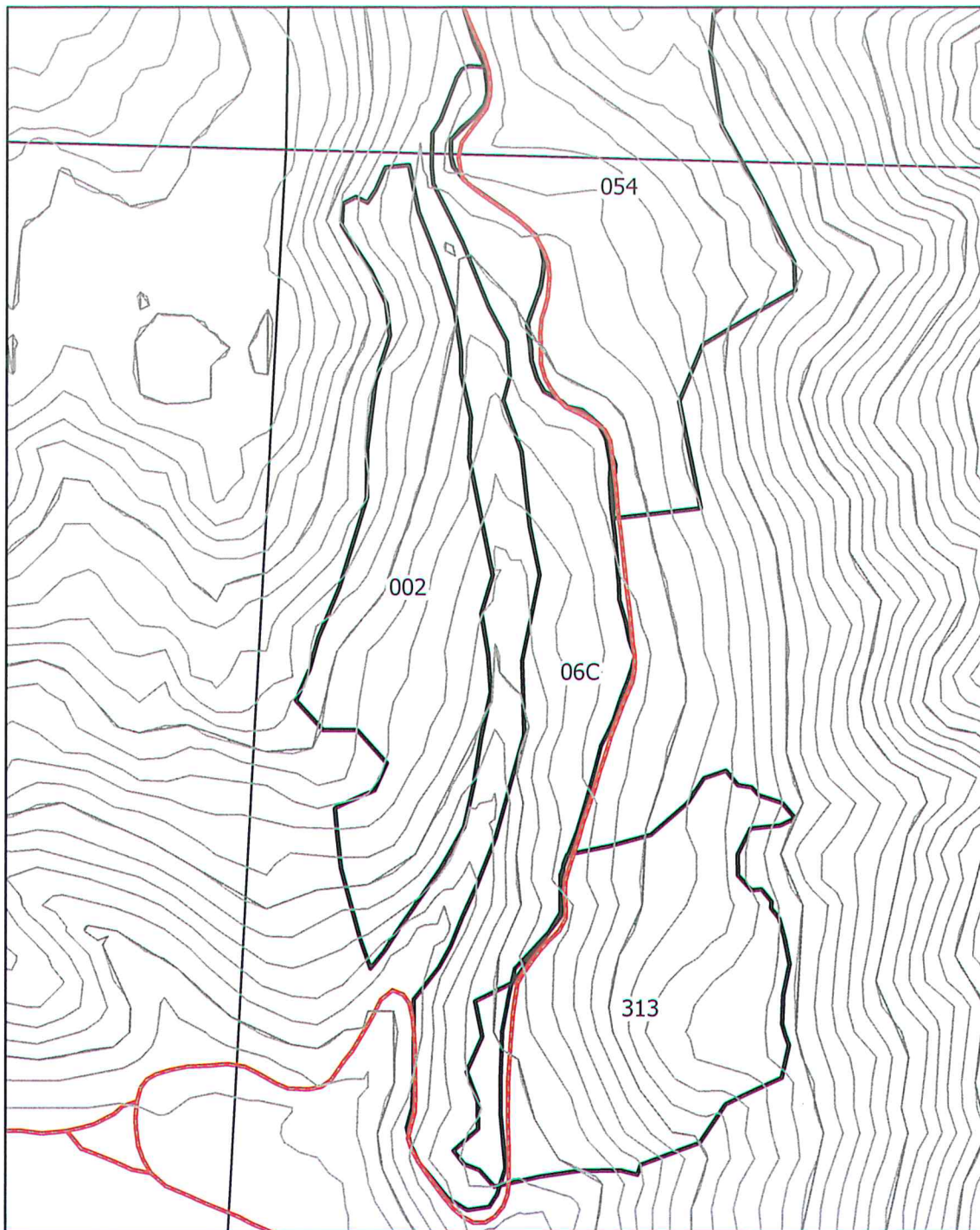


Devil's Elbow Stocking Surveys 2024
341-010 34.0 Acres

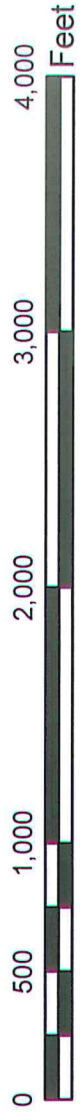


Devil's Elbow Stocking Surveys 2024
342-002 16.0 Acres

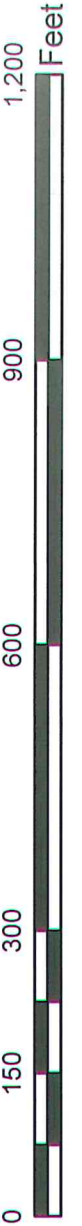
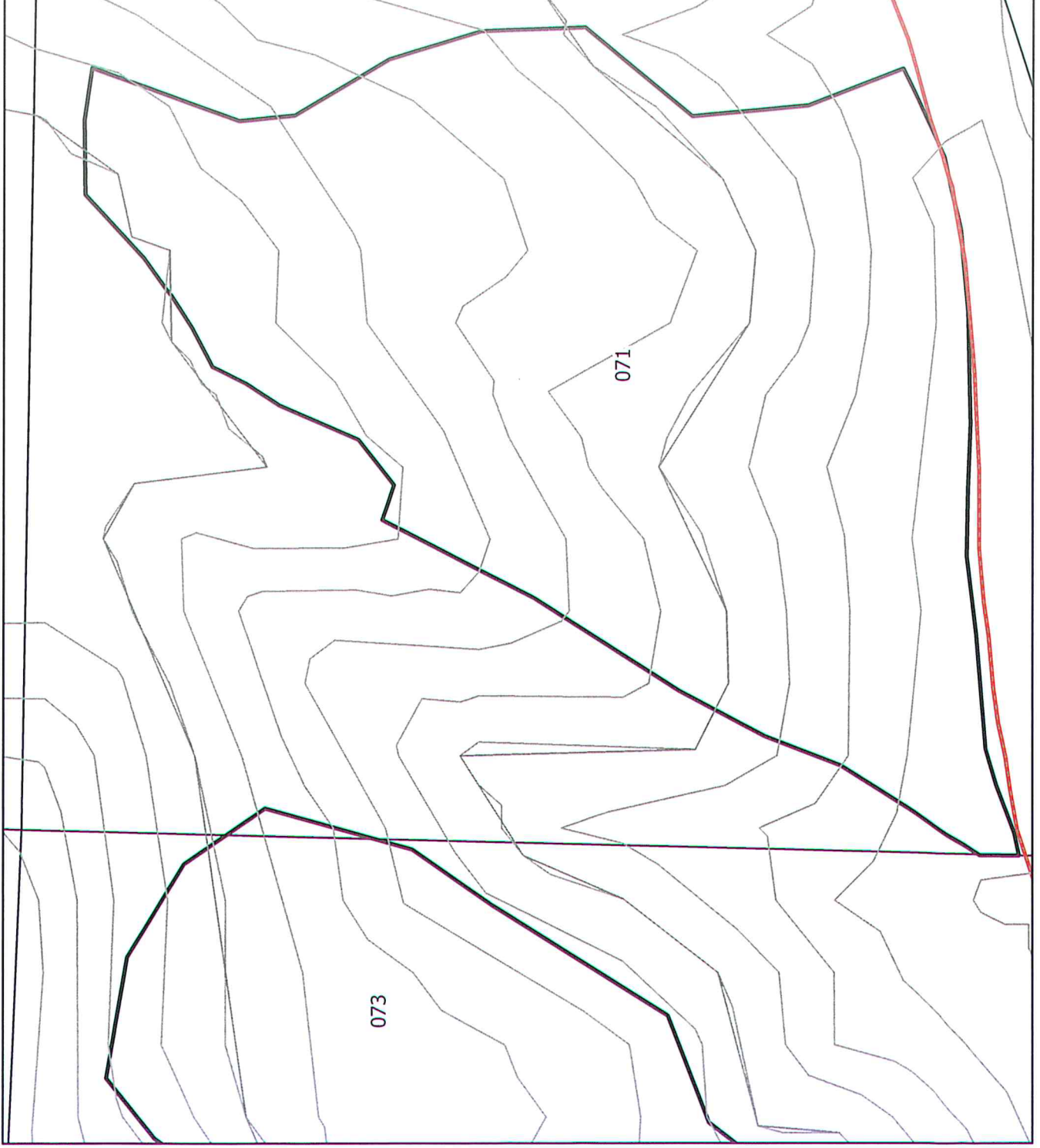
Devil's Elbow SSUR 2024
342-06C 40.0 Acres



Devil's Elbow Stocking Surveys 2024
342-054 51.0 Acres



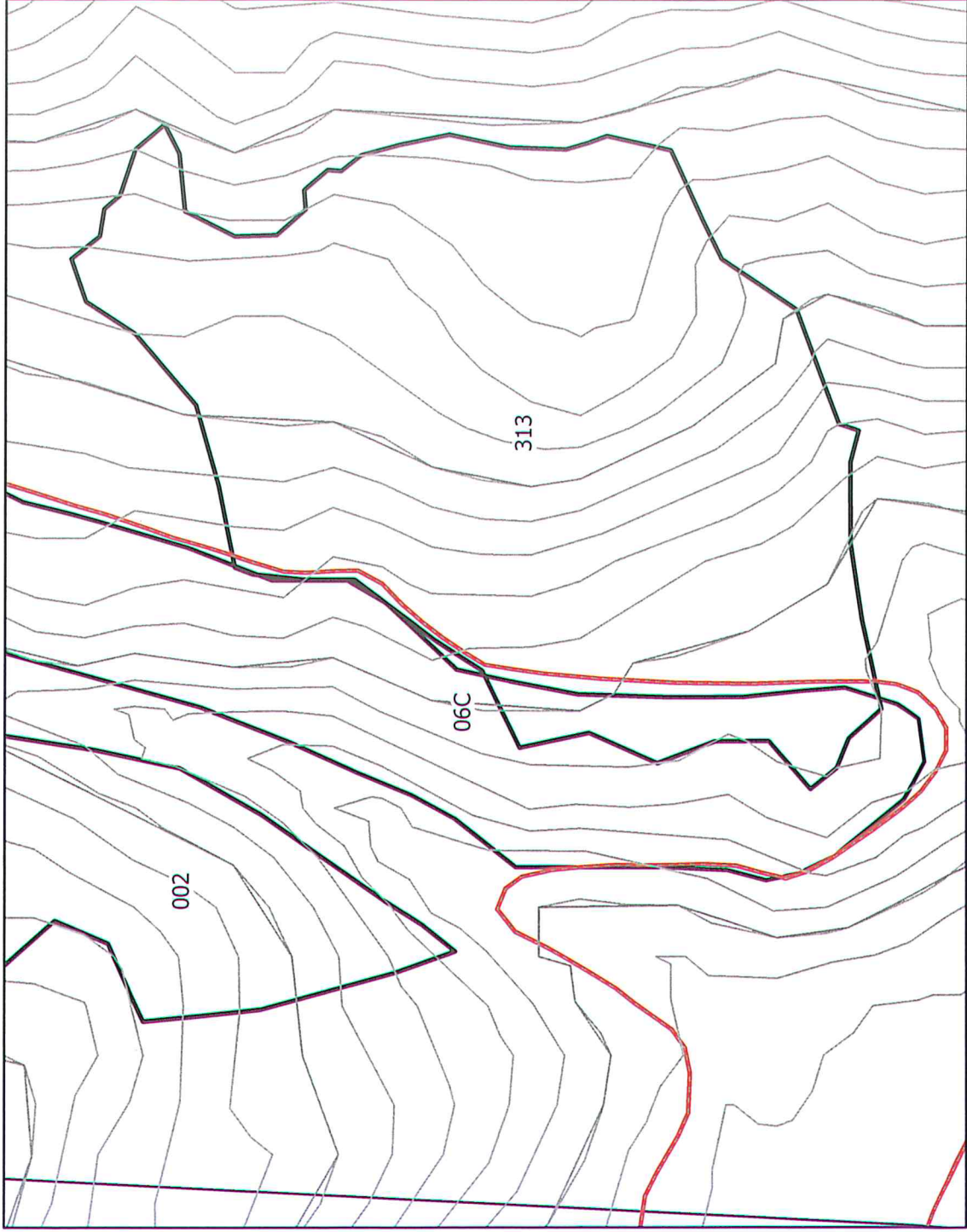
Devil's Elbow SSUR 2024
342-071 13.0 Acres



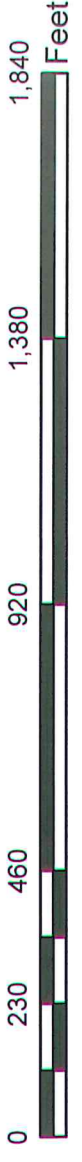
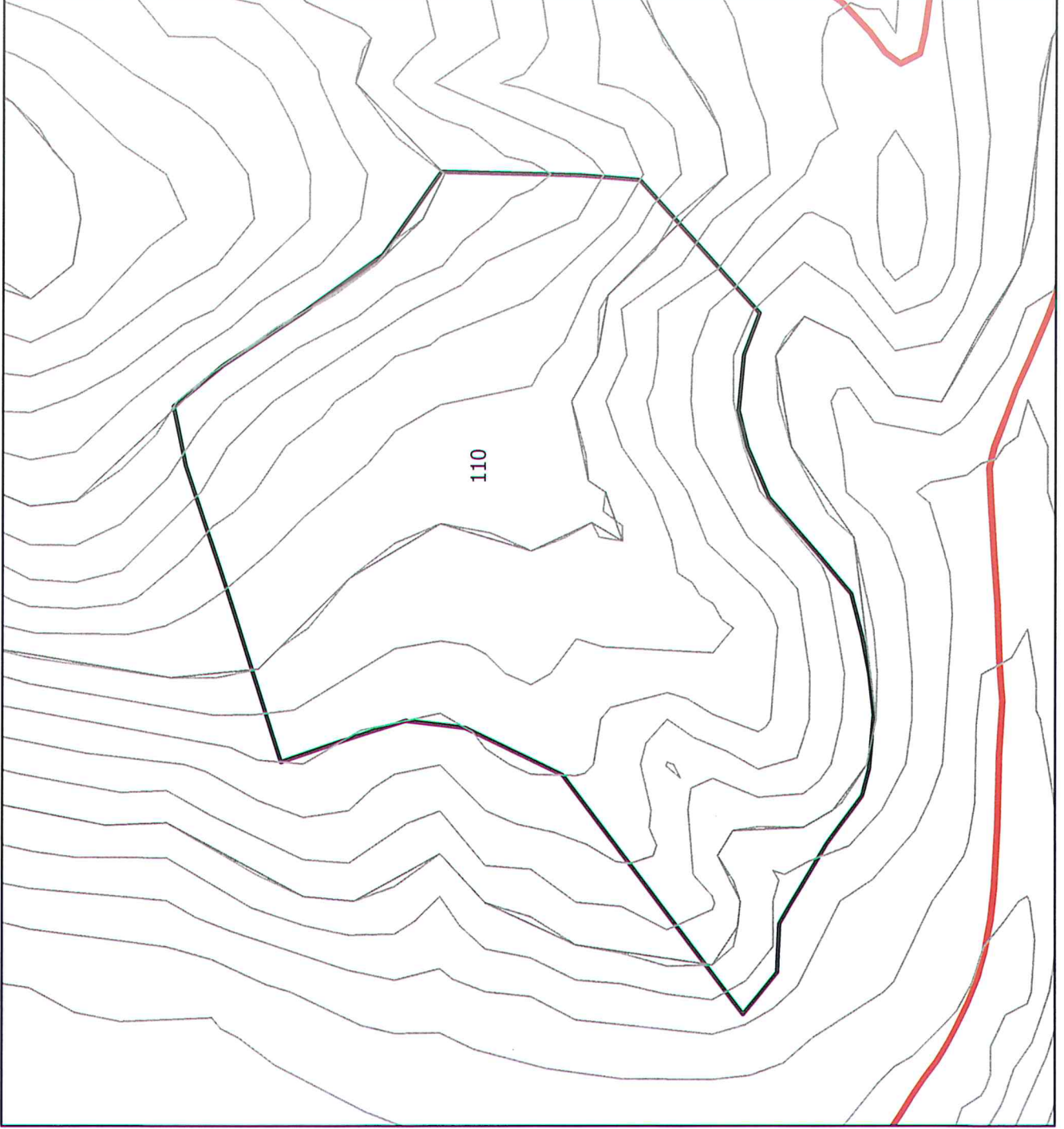
Devil's Elbow SSUR 2024
342-073 33.0 Acres



Devil's Elbow SSUR 2024
342-313 35.0 Acres



Devil's Elbow SSUR 2024
345-110 36.3 Acres



San Poil Forestry
Contractor's Work Plan

Contractor: _____ Acres/Seedlings: _____

Start Date: _____ Completion Date: _____

Project Name & Number: Devil's Elbow Stocking Survey 2024

Work Schedule Days: _____ Hours: _____

Contract Type: Stocking Survey Contract Price: \$ _____

Contractor's Foreman: _____

Contractor's Liability Insurance Yes or No Name of Insurance _____

Name of Workers

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

Comments: _____

Contractor's Signature: _____

Date: _____

Contract Name: Devil's Elbow Stocking Survey 2024

Bid Evaluation Information

(Must be completed and submitted with bid to be a responsible bid)

Bidder Name: _____ Company Name: _____

1. Do you currently hold any other contracts? ____ Yes ____ No

If yes please provide the following information:

Contract Type	Acres	Contract Completion Date	District	TSO or COR

2. Have you or your company ever been "Defaulted"? _____
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? Yes or No (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

If yes indicate type of ownership below:

_____ 100% Colville business enterprise

_____ Colville family business enterprise

_____ Colville business enterprise

_____ Indian business enterprise

*** Subcontractor will also be required to provide all information primary contractors is required to provide and it will be the responsibility of the primary contractor to provide proof of prior to beginning work.

5. I currently have or will purchase and provide proof of insurance. Liability insurance which needs to be in place when the contract is signed.

____ Yes ____ No Company Name _____

If yes expires when _____

6. Please indicate below how you will provide workers compensation insurance for your workers. *Please check One.*

_____ Worker's Compensation insurance through Colville Tribal Insurance Risk Management.

_____ Your own Worker's Compensation Insurance, and this must be approved by Risk Management.



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE
 Post Office Box 150 - Nespelem, Washington 99155-0150
 Office: (509) 634-2716 Fax: (509) 634-2740
 E-mail Address:
dana.cleveland.ter@colvilletribes.com



FY 2024 ~ 10/1/2023 – 9/30/2024
 ~ COMPLIANCE AND UTILIZATION PLAN ~
 CONTRACTORS / SUBCONTRACTORS
 SUPPLIES / SERVICES

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN ~ (a) Contractors: Each contractor or subcontractor intending to engage in business activity on the Reservation or on lands owned by the Tribes, prior to the time it commences work, must submit a contracting, subcontracting, employment, and/or training plan to the TERO. Contractors or subcontractors shall not commence or continue work until an acceptable plan for implementing their obligations under this Chapter has been approved by the TERO. (March 2014 Version of Chapter 10-1).

PROJECT NAME / CONTRACT NUMBER:
 Devil's Elbow SSUR 2024

SITE LOCATION:

AWARDING AGENCY / CONTRACTING OFFICER: PHONE:
 Colville Agency/ Cecelia Titus, San Poil Forestry 509-634-3130

PRIME CONTRACTOR: PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):
 PO Box 188, Keller, Wa 99140

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

SUBCONTRACTOR: PHONE:

COMPANY REPRESENTATIVE (Last, First, M.I.): PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

Title 10 YES NO
 State or Other Industrial Insurance YES NO
 Tribal Affiliation

SCOPE OF WORK TO BE PERFORMED:

TITLE 10-1-26 EMPLOYMENT RIGHTS FEE: An Employment Rights Fee, to help defer the cost of regulating and providing services under this Chapter, will be assessed on all covered employers, including all contractors, sub-contractors and reservation-based employers as follows: (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(a) Contract Fees: The TERO shall assess a Contract Fee equal to **5%** of the total gross contract price, on all contracts in the sum of \$5,000.00 or more where the majority of the work under the contract is to be performed within the Reservation or lands owned by the Tribes. The Contract Fee shall be assessed on the entity receiving the contract award. Where a construction or other type of contract involves subcontracting, the entity acting as prime contractor or awarding the subcontracts shall be responsible for paying the Contract Fee, including those attributable to the subcontractors. The Contract Fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the Director may authorize a covered employer to pay the Contract Fee in installments over the course of the contract. (Amended 9/18/08, Resolution 2008-719) (Amended 5/10/10, Resolution 2010-303) (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

PROJECTED START DATE: _____ GROSS CONTRACT AMOUNT: \$ _____ TERO ADMINISTRATIVE FEE: (Lump Sum Payment) \$ _____

~ NOTICE TO PROCEED ~

This Compliance and Utilization Plan has been reviewed and found to be fully acceptable on behalf of the TERO Commission and the Tribal Employment Rights Office, and has thus been granted this notice to proceed; dated this _____ Day of _____, 2018/2019. By signing this document, the covered employer agrees to maintain compliance with CTC, **Title 10**, and ALL rules and regulations of the TERO and the TERO Commission.

X _____
 CONTRACTOR'S SIGNATURE

X _____
 DATE

 TERO Director or Compliance Officer Signature

 Date

Approve
 Disapprove

NOTED AMENDMENTS:

~ PROJECT SUBCONTRACTORS LIST SUBMITTED FOR T.E.R.O. APPROVAL ~

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN:

(a) Contractors:

(2) Contracting and Subcontracting Plan: A required contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into and the projected dollar amounts thereof. If the entity has already selected a contractor or subcontractor to perform any contract or subcontract work, it shall list the name of that contractor or subcontractor and indicate whether or not it is a contractor or subcontractor certified as Indian preference eligible by the TERO. If the contractor or subcontractor is not certified as Indian preference eligible, the entity shall further indicate why each certified contractor or subcontractor, if any, registered with the TERO, that was technically qualified to perform the work was not selected. The plan shall also indicate how the entity intends to comply with the contracting and subcontracting provisions of this Chapter when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

TITLE 10-3-7 INDIAN PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS:

This section should be reviewed in its entirety as it is very comprehensive in the legal definition outlining the requirements as obligated by the entity in the award process for any and all subcontracting to be performed on this project.

TITLE 10-1-28 RESPONSIBILITY FOR EVALUATING TECHNICAL QUALIFICATIONS AND REASONABLE PRICE:

(a) Technical Qualifications: The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. TERO shall be provided notice of any pre- construction meetings to assist in compliance. However, if the entity determines that there are no certified firms that are technically qualified, the Director may require the entity to provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it could take to upgrade its qualifications. If a certified firm that was disqualified on the grounds of technical qualifications believes that the disqualification was the result of an improper effort by an entity, contractor, or subcontractor, to circumvent its preference responsibilities under this Chapter, it may file a complaint with the TERO under the provisions of section 10-1-31. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(b) Reasonable Price: An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), or the establishment of a prototype cost ceiling before bidding commences. No entity may reject a certified firm and then contract with a non-certified firm at the same or higher price. Any contract modification in price that is justified is not a circumvention of this section. Any entity found to have violated this requirement by such circumvention shall be liable for treble damages for any losses suffered by a certified firm as a result of the entity's actions.

~ EACH CONTRACTOR SHALL REVIEW THE TITLE 10 CERTIFIED LIST IN AN EFFORT TO EFFECTIVELY ADMINISTER TO INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING ~

All subcontractors, are subject, and shall administer to the same Compliance & Utilization requirements as well as the Indian preference in hiring obligations as they are so recognized by the prime contractor on this Compliance & Utilization.

COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:

TOTAL SUBCONTRACTING DOLLAR AMOUNT: \$ _____

TOTAL INDIAN PREFERENCE SUBCONTRACTING DOLLAR AMOUNT: \$ _____

NOTE: The 5% TERO fee shall not be assessed on an Indian-owned firm that is certified under the Title 10 and owned by a Colville Tribal Member.



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 t 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 Sates 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 nonresponsible.

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