



The Confederated Tribes of the Colville Reservation
 P.O. Box 188, Keller, WA 99140

(509) 634-3129/3130
 FAX: (509) 634-3149



Monday, April 10, 2023

Dear Contractors:

Thank you for picking up our Bid packet. At this time San Poil Forest Development is offering 1 Mastication Pre-commercial Thinning contracts up for bid totaling 121 acres. It is as follows:

SP-01-MAST	Cache Creek Mastication PCT	121	A-C
	Total Acres out for bid	121	

Cache Creek Blocks are located off of Jack Creek Access road approximately 2 miles from Cache Creek. Take a left down the hill at the Turkey Track, blocks are about 1 mile down, go to the right at the next Y. The blocks are on the right above the road. They are marked with Pre-commercial thinning tags, and Pink and black ribbon.

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 BIA Administration Building at (509)634-2303, or purchase a Trader License; the fee is \$5.00 which is good for 10 years. **If you have a current insurance Policy make sure it is up to date.** If awarded a contract the insurance needs to be in place before you sign. Contractors beware that the Colville Tribes will comply with IRS Tax reporting requirements. **All Contractors are required to be Pre-registered on sam.gov** prior to submitting your bid.

All bids without sam.gov verification will be rejected.

Bid is due May 19th, 2023 by 4:00 P.M. Bids must be placed in the Mail box at Mt Tolman Complex just inside the front door, Incomplete or unreadable bids will be rejected. No faxed bid or e-mails will be accepted. Colville Tribal Forestry reserves the right to accept or reject any and all bids. If more than one (1) bid is received by a contractor, the Lowest bid will be retained, the Higher one will be rejected.

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

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

Must be included with Bid Packet.
2. A copy of your **Contractor Liability insurance**, if you do not have one, you will need to get the insurance before the contract is signed. 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 Risk Management Office. The Insurance needs to be in place a 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 paper**
7. **sam.gov unique Identification number**

Please remember to include the above items in your returned bid, unless it will be an incomplete bid and will be rejected, and **Label them" Mastication PCT bids" in a sealed envelope.** Any questions please contact our office at (509) 634-3130 and ask for James Albertsen. Thank you,

James Albertsen, Supervisory Forestry Technician, San Poil Forestry

Mastication Pre-Commercial Thinning Contract
 ON THE COLVILLE INDIAN RESERVATION
 Cache Creek Mastication Pre-Commercial Thinning
 REQUEST FOR PROPOSAL FOR CONTRACT SP-07-MAST 2023

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

Note: _____

UNIT NAME	UNIT #	PAY ITEM	ACRES	BID/ ACRE	\$ TOTAL
Cache Creek	315-39.1	A	31.8		
Cache Creek	315-39.2	B	52.6		
Cache Creek	315-39.3	C	36.6		

Total Acres 121.0

TOTAL CONTRACT \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

Bids **MUST** be received at the San Poil Forestry Office on or before 4 PM **May 19th, 2023**
 San Poil Forestry Office. No Faxed bid will be accepted. Mailed bids
 must be **Recieved** on or before the due date.

EXHIBIT "B"

TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING-plantation)

Cache Creek 315-39.1

LOCATION: T. 31 N., R. 32 E., SEC 26, Turn East off of Highway 21 to Cache Creek road, up to Jack Creek Access road. Take this road for approximately 2.5 miles to a Y, Stay left on Lime Creek road, down the hill approximately 1 mile Block will be on the right above the roads. Old road is top and bottom boundary, Lime creek road is on the Northeast side.

SIZE: 31.8 acres

TOPOGRAPHY: 2900' Elevation, Northeast/Southeast Aspect , Average Slope 05 – 20%

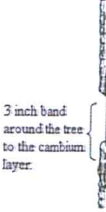
Coniferous species composition is PP, WL, DF, and LPP. **Unit was planted with PP, and WL. The CROP tree spacing is listed as 18 x 18 feet for Ponderosa Pine Only, and 14 x 14 feet for all other species. Spacing for this entry should be in the 18 X 18 feet to 18 X 20 feet. Favoring 1) PP, 2) WL, 3) DF. Cut Stem diameters range from 1" to 8" DBH. Leave no dwarf mistletoe in any species.** Spacing should not be considered the primary criteria in choosing cut & leave trees. Look for healthy full crowns with clean tree bole (trunk) Choose the most **Dominant trees**. Those trees in the upper crown, which exhibit poor form, sparse crowns, heavy mistletoe infections, or severe IPS pine beetle infestations, and have logging damage will be cut and also leave no Whips. All other species will be treated to original specs. All overtopped and suppressed trees will be cut. In all cases, the tree of highest quality should be favored. **Please read section I Paragraph B, of the Exhibit A (GENERAL THINNING SPECIFICATIONS and CONDITIONS) about specifications for determining leave trees.** Please ask the unit inspector if you have questions about identification of mistletoe infections or severity of insect infestations.

DESCRIPTION OF WORK: All trees will be spaced off of one another as mentioned above. Felled trees and brush (tall & heavy in some areas) should be felled away from leave trees. Fall material in such a way as to achieve the most uniform fuel bed possible. All slash should be in contact with the ground.

IPS (pine engraver beetle) management guidelines will be required for **Ponderosa Pine slash for the months of January 1st to July 31st.** Tree slash will be bucked up every three (3) feet; **do not cut The Limbs Off.**

During the months of August 1st to December 31st, normal limbing and bucking thinning specs will apply to all species.

- 1) All felled slash will be limbed (**on 3 sides**), and bucked up every **8 (eight)** feet along the entire tree length; scattered slash shall be no higher than **24 inches** off the ground. (Unless IPS guidelines are in affect)

- 2) All trees/saplings that exhibit any form of **mistletoe infections** in all species will are felled. Select trees **over 8" DBH** will be felled or girdled ^{at the discretion of the COP.} (Trees that have severe mistletoe Girdled trees will be felled; these are considered **Douglas-fir trees within one chain of the boundary needs to be felled.** All girdled trees shall have 12 inch band around the entire bole (trunk) of the tree down to the **WDW** cambium layer.
- 
- 3) **IPS infestations, or Armilla** **Root rot**, will be felled. If Gall rust is noticed on any saplings on the bole (trunk) or stem, the tree shall be felled, if in the lateral branch (es); it is okay to leave, but cut (limb) infected limbs off flush, with bole (trunk) or stem.
 - 4) **All brush and hardwoods** that overtop or interfere with the growth of trees shall be cut within a 4ft, radius from the leave tree. Any hardwoods over 8' in length shall be bucked as well.
 - 5) **Leave no sharp or high stumps.** Stems must be completely severed from stumps. **Stump height shall be less than 5". Also, Lodgepole stumps must be cut below the last branches.** Slash shall be felled away from leave trees.
 - 6) Make sure all slash is **cleared** from roadway, slopes, fills, trails, culverts and streams. Fall trees away from all water sources. Slash must be pulled **back 4 feet from ditches and streams.**
 - 7) Saplings **24 inches in** height or greater; or have a diameter of **1 inch** or more, are considered trees. **Thickets of saplings** must be thinned using same selection method.
 - 8) **Do not cut any unit boundary trees** (trees painted w/ 3 orange or yellow stripes); **and/ or especially Surveyed Blazed trees** that mark Fee or Section Lines, (these trees have a cut out chunk of bark on both sides of tree marking line, may or may not have red or orange paint in cut area), unless specified by C.O.R. Ask COR for further clarification if needed.
 - 9) All garbage or foreign debris is to be removed from unit before final payment will be submitted.

CONTRACTORS ARE ASKED TO INSPECT THE AREA BEFORE SUBMITTING A BID. PLOT BOUNDARIES ARE MARKED WITH PINK/BLACK STRIPE RIBBON THERE MAY ALSO BE YELLOW DIAMONDS PRESENT AND LIME COLORED BOUNDARY TAGS INDICATING UNIT NUMBER AND FADED BOUNDARY PAINT.

EXHIBIT

WDW

TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING-plantation)

Cache Creek 315-39.2

LOCATION: T. 31 N., R. 32 E., SEC 26, Turn East off of Highway 21 to Cache Creek road, up to Jack Creek Access road. Take this road for approximately 2.5 miles to a Y, Stay left on Lime Creek road, down the hill approximately 1/2 mile Block will be on the right above the road. Old road is bottom boundary, Ridgeline is top, Lime creek road is on the Northeast side.

SIZE: 52.6 acres

TOPOGRAPHY: 3100' Elevation, Northeast Aspect , Average Slope 05 – 20%

Coniferous species composition is PP, WL, DF, and LPP. **Unit was planted with PP, and WL. The CROP tree spacing is listed as 18 x 18 feet for Ponderosa Pine Only, and 14 x 14 feet for all other species. Spacing for this entry should be in the 18 X 18 feet to 18 X 20 feet. Favoring 1) PP, 2) WL, 3) DF. Cut Stem diameters range from 1" to 8" DBH. Leave no dwarf mistletoe in any species.** Spacing should not be considered the primary criteria in choosing cut & leave trees. Look for healthy full crowns with clean tree bole (trunk) Choose the most **Dominant trees**. Those trees in the upper crown, which exhibit poor form, sparse crowns, heavy mistletoe infections, or severe IPS pine beetle infestations, and have logging damage will be cut and also leave no Whips. All other species will be treated to original specs. All overtopped and suppressed trees will be cut. In all cases, the tree of highest quality should be favored. **Please read section I Paragraph B, of the Exhibit A (GENERAL THINNING SPECIFICATIONS and CONDITIONS) about specifications for determining leave trees.** Please ask the unit inspector if you have questions about identification of mistletoe infections or severity of insect infestations.

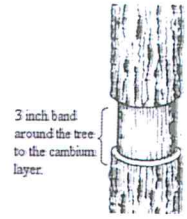
DESCRIPTION OF WORK: All trees will be spaced off of one another as mentioned above. Felled trees and brush (tall & heavy in some areas) should be felled away from leave trees. Fall material in such a way as to achieve the most uniform fuel bed possible. All slash should be in contact with the ground.

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- 2) All trees/saplings that exhibit any form of **mistletoe infections** in all species well are felled. Select trees **over 8" DBH** will be felled or girdled at the discretion of the COR. (Trees that have severe mistletoe Girdled trees will be felled; these are considered **Douglas-fir trees** within one chain of the boundary needs to be felled. All girdled trees shall have **12 inch band** around the entire bole (trunk) of the tree down to the **W/D** in layer.
- 3) **IPS infestations**, or **Armilla** **D** **oot rot**, will be felled. If Gall rust is noticed on any saplings on the bole (trunk) or stem, the tree shall be felled, if in the lateral branch (es); it is okay to leave, but cut (limb) infected limbs off flush, with bole (trunk) or stem.
- 4) **All brush and hardwoods** that overtop or interfere with the growth of trees shall be cut within a 4ft, radius from the leave tree. Any hardwoods over 8' in length shall be bucked as well.
- 5) **Leave no sharp or high stumps**. Stems must be completely severed from stumps. **Stump height shall be less than 5"**. Also, **Lodgepole stumps** must be cut below the last branches. Slash shall be felled away from leave trees.
- 6) Make sure all slash is **cleared** from roadway, slopes, fills, trails, culverts and streams. Fall trees away from all water sources. Slash must be pulled **back 4 feet from ditches and streams**.
- 7) Saplings **24 inches in** height or greater; or have a diameter of **1 inch** or more, are considered trees. **Thickets of saplings** must be thinned using same selection method.
- 8) **Do not cut any unit boundary trees** (trees painted w/ 3 orange or yellow stripes); **and/ or especially Surveyed Blazed trees** that mark Fee or Section Lines, (these trees have a cut out chunk of bark on both sides of tree marking line, may or may not have red or orange paint in cut area), unless specified by C.O.R. Ask COR for further clarification if needed.
- 9) All garbage or foreign debris is to be removed from unit before final payment will be submitted.



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EXHIBIT

W/D

TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING-plantation)

Cache Creek 315-39.3

LOCATION: T. 31 N., R. 32 E., SEC 26, Turn East off of Highway 21 to Cache Creek road, up to Jack Creek Access road. Take this road for approximately 2.5 miles to a Y, Stay left on Lime Creek road, down the hill approximately 1/4 mile Block Turn right, block will be on the left above the road. Ridgeline is top boundary, Lime creek road boundaries on the Northeast side, block 39.2, RMZ is the east boundary.

SIZE: 36.6 acres

TOPOGRAPHY: 3100' Elevation, Southeast/Southwest Aspect , Average Slope 05 – 20%

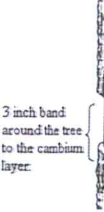
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- 
- 3) **IPS infestations**, or **Armillaria root rot**, will be felled. If Gall rust is noticed on any saplings on the bole (trunk) or stem, the tree shall be felled, if in the lateral branch (es); it is okay to leave, but cut (limb) infected limbs off flush, with bole (trunk) or stem.
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EXHIBIT



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



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 2023 ~ 10/1/2022 – 9/30/2023

~ 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: _____

SITE LOCATION: _____

AWARDING AGENCY / CONTRACTING OFFICER: PHONE: _____

PRIME CONTRACTOR: PHONE: _____

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

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 and/or Indian-Owned

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

GROSS CONTRACT AMOUNT:

TERO ADMINISTRATIVE FEE: (Lump Sum Payment)

START DATE: _____

\$ _____

\$ _____

~ 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 _____, 2022-2023. 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

Approve

Disapprove

TERO Director or Compliance Officer Signature

Date

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 3% 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.

TITLE 10-1-18 TRAINING:

- (a) As part of a compliance and utilization plan, or pursuant to requests or orders from the Director to help bring an employer into compliance with the provisions or goals of this Chapter, TERO may require covered employers to participate in training programs to assist Indian preference eligible individuals to become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribes' Apprenticeship Training, Employer and Labor Services (ATELS) certified training program or a union apprenticeship program, the Tribes shall make a best effort to share the costs of such training programs but employers may also be required to share part or all of the cost. Employers with collective bargaining agreements with unions may use apprenticeship programs, so long as they obtain agreement from the unions to use only Indian preference applicant as apprentices on the project. If no Indian preference apprentices are available, unions shall make available apprenticeship positions for Indian preference applicants.
- (b) Both the Tribes and the employer shall share the responsibility and cost of providing cultural synergy training for employers and employees. Employers may be required to integrate culturally appropriate employee assistance programs as necessary for the employer to retain Indian preference eligible employees. The Director and covered employers may agree to initiate specialized programs designed to optimize opportunities for Indian preference individuals. (Amended 2/5/04, Resolution 2004-94) (Certified 2/9/04)

~ The Colville Confederated Tribe's Employment and Training Center have Project 477 Federal funding available to administer to the employment, education, skill training, child care, and other related social services to be effected under a single plan. The amount of coverage available is directly contingent upon funds available ~

~ REQUEST FOR RENTAL EQUIPMENT ~

An Indian preference policy on **ALL** rental equipment will be maintained where applicable. **ALL** Indian preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) at random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of **Title 10 Certified** rental equipment that is available to assist you with the timely completion of your project.

EQUIPMENT REQUESTED:	CONTRACTOR / SUBCONTRACTOR:	QUANTITY:

~ REQUEST FOR PRODUCTS OR SUPPLIES ~

An Indian preference policy on **ALL** products and supplies will be maintained where applicable. (**Buy Indian Policy**) ALL "Buy Indian Products" will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of Indian-owned suppliers, vendors, manufacturing, repair and maintenance firms that shall be utilized at every opportunity by the contractor / subcontractor during the administration of this contract and all activities therein.

PRODUCTS OR SUPPLIES REQUESTED:	CONTRACTOR / SUBCONTRACTOR	QUANTITY:

~COMMENTS~

This space is provided for the contractor / subcontractor to express any **hand written** comments or concerns regarding the Title 10, the Compliance & Utilization Plan, or any of the requirements therein. Any and all comments and concerns will be so duly noted and entered into the contract file in their entire.

Contract Name: **Cache Creek 2023 Mastication Pre-Commercial Thinning**
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.

**San Poil Forestry
Contractor's Work Plan**

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

Contractor: _____ Acres/Day: _____

Start Date: _____ Completion Date: _____

Project Name & Number: Cache Creek Mastication PCT

Work Schedule Days: _____ Hours: _____

Contract Type: _____ Contract Price: \$ _____

Contractor's Foreman: _____

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

Name of Workers

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

Comments: _____

Contractor Signature: _____ Date: _____

EXHIBIT "E"

EXHIBIT A
MASTICATION PRE-COMMERCIAL THINNING CONTRACT
GENERAL AND TECHNICAL SPECIFICATIONS

I GENERAL

A. Work Plan

Before start of work the Contracting Officer's Representative (COR) 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's plans for conducting the work. A written work plan will be developed by the Contractor and approved by the Colville Tribes to establish how the Contract 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 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 and in the opinion of the CO is in danger of not completing the contract by the contract completion date the CO may at his discretion 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 "20% holdback".

B. 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.

C. Insurance

The Contractor will be required to provide Contractors Liability Insurance coverage insurance 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.

D. INDEMNITY

Contractor agrees to indemnify and hold harmless the Tribes and its officers, agents and employees from and against all claims, damages, losses, and expenses related to or arising from Contractor's work and activities as set out in this

Agreement. Such expenses include reasonable attorneys' fees if it is necessary for the Tribes to commence or defend an action arising out of or associated in any way with the Contractor's performance of this Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or part by Contractor's negligent act or omission, or that of Contractor's employee, agent, subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable. Contractor agrees to provide Tribes with a Certificate of Insurance as proof of professional liability insurance coverage in the amount of at least \$1,000,000.00 naming the Confederated Tribes of the Colville Reservation, Post Office Box 150, Nespelem, Washington 99155 as an additional named insured on said insurance policy. Certificate shall be submitted to Risk Management at the same address as above upon execution of contract.

Except as set out above, each party shall be responsible for damages to persons and property arising out of that party's actions and the actions of any subcontractor, agent, or employee retained under this Contract.

E. Location 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 unit locations.

Unit locations are shown on the maps supplied to the Contractor. The maps show the general location of the units; the actual area to be treated will be described by the COR.

F. Accessibility

Most work areas may be reached by forest roads that are accessible by a standard 4-wheel drive pickup, weather permitting. In some cases roads become inaccessible because of snow, fallen trees, slides, washouts, etc., Colville Tribes may direct the Contractor to walk to work areas or use other access routes, or exclude affect 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 off system roads without approval from the CO or COR.

G. Contractor Obligations

1. The Contractor shall furnish all transportation, labor, supervision, supplies, material, and incidentals necessary to complete all work under this contract within the contract time.
2. The Contractor agrees to complete all work under this contract within the contract time.

3. **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.

Communication by Contractor or any person authorized to communicate on the contractors behalf with the Colville Tribes shall be required to be fully literate, conversant in, and understanding of the English language.

4. **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.
5. **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.

H. Progress Evaluation

The Contracting Officer will periodically evaluate the Contractors progress towards completing the contract time period. At that time recommendations will be made, if necessary, concerning the Contractors work plan that may aid in completing the contract within the contract allotted time period. If needed improvements are not made within ten calendar days, the contract may be terminated by the Colville Tribes. If a decision to terminate the contract is made, the Colville Tribes shall retain the 20% holdback.

I. TERO and Indian Preference

The Contractor shall comply with all the regulations and provisions of the Tribal Employment Rights Ordinance (TERO) and Title 10.

1. The Contractor will obtain from the TERO Office the direction and forms necessary to complete Compliance and Utilization Plans. Work will not commence until Compliance and the TERO Commission approves Utilization plans.

2. 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.
3. Final payment will not be made until pending complaints before the TERO office has been resolved.
4. Employment disputes will be handled through the TERO Office as required under the TERO Ordinance.

J. Occupational Safety and Health

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) will bind the Contractor.

K. Personnel Qualifications

All work under this contract shall be accomplished by competent, skillful, and dependable individuals 18 years of age and older. For safety purposes, there shall be at least two or more individuals present at the work site anytime work is being performed.

L. Existing Facilities and Improvements

All existing facilities and improvements, including, but not limited to fences, spring developments, water bars, barriers, and drainage structures shall not be disturbed or damaged. Survey monuments and markers, including designated corner stones or pipes, bearing tree tags and crossing tags shall not be disturbed. If facilities or improvements should be damaged or moved by the activities of the Contractor, the contractor shall be held liable for the repair or replacement costs.

M. Road Clearing

Felled material and debris resulting from the Contractor's operation shall be removed from all access roadways, including road slopes, fills, ditches, and culverts. The minimum distance from these features shall be at least four (4) feet. The upstream end of drainage structures (culvert pipes) must be cleared of contractor created debris for a distance of 100 feet along the drainage way.

N. Prevention and Control of Soil Compaction and Erosion

During all operations under this agreement, the Contractor's operation shall take all-practical precautions to reduce soil erosion and prevent road and skid trail damage. Vehicles, ATV's, or any other motorized equipment will be operated responsibly to minimize damage. Excessive gullyng or rutting or roads or skid

trails by vehicles during unfavorable road moisture conditions is not acceptable. Operation of vehicles off the established road system is prohibited.

O. **Protection of Streams and Streamside Areas**

All operations of the Contractor shall be conducted in such a manner as to minimize damage to stream courses and streamside within the tract boundary. Stream courses in the tract shall be cleared of logs or debris resulting from operations under this contract, which may affect the natural flow of the stream or ditch. Material naturally occurring in stream courses will not be disturbed unless at the direction of the COR.

P. **Inspection**

During the course of operations the COR will perform compliance inspections. The COR may mark missed cut trees and other problem areas such as slash piles or hanging trees. The COR shall discuss any compliance problems with the Contractor or Contractor's Representative on the site. The Contractor shall take prompt action to correct any problems.

Q. **Conditions for Default and Cancellation of Contract**

1. **Failure to meet completion date:** Units will be declared in default if the Contractor fails to complete the unit by the specified completion date. Requests for extension of time limits must be in writing from the Contractor and must be received by Colville Tribes at least five days prior to the specified completion date. ONLY VALID reasons indicating severe personal hardship such as serious illness or injury will be considered. The Contract Officer may reject all requests at his/her absolute discretion.
2. **Contract specifications not met:** Work not performed according to contract specifications shall be grounds for default.
3. **Intentional trespass:** If the Contractor has been found to have committed intentional timber trespass by cutting leave trees for commercial or personal use, the contract may be declared in default at the absolute discretion of the Colville Tribes.
4. **Issuance of warnings:** The COR will periodically evaluate the progress of work on the contract area. 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 at his/her absolute discretion declare the contract in default.
5. **Damages, civil and criminal liability:** In the event of a default by the Contractor, unpaid amounts due the Contractor for work accomplished

may be held as liquidated damages. Contractor will also not be eligible further contacts with Colville Tribes for a period of one year from the date of default. Nothing in this contract shall be construed as relieving the Contractor from any civil or criminal liability under Tribal or Federal codes for his actions.

R. Restrictions of Operations Due to Fire Danger

During the fire season, which runs from May 1 through October 15 of each year, all contractors are required to supply the necessary fire prevention tools for each machine. Tools must be inspected and approved by COR'S, TSO'S, or the Fire Prevention Officer. Specifics can be obtained from a memo copy from Fire Management. During extreme fire danger, operations may be restricted to certain hours of the day or halted entirely. Contractors will be notified in writing of emergency closures. The COR may adjust the contract length to compensate for any emergency closures. The Fire Prevention Officer will prepare notices of any changes in Industrial Fire Precaution Level (IFPL).

II. TECHNICAL SPECIFICATIONS

A. **Mastication Pre-commercial Thinning Objectives**

1. The objective of the specified treatment is to:
 - a. Pre-commercial thin Ponderosa Pine to 18X18 feet, All other species to 16X16 feet (Western Larch, Douglas-fir, Lodgepole pine) Preference to (1) Ponderosa Pine, (2) Western Larch.
 - b. Grind up slash so it lays less than 18 inches off the ground
 - c. Eliminate any Mistletoe infections in Douglas-fir.
 - d. **All brush and hardwoods** that overtop or interfere with the growth of trees shall be cut within a 4ft, radius from the leave tree..
 - e. Accelerate the decay process.
 - f. Reduce slash loading on the site. Make sure all slash is **cleared** from roadway slopes, fills, culverts and streams
 - g. Trees marked with yellow paint shall not be removed and maintained on site.
 - h. Reduce coverage of competing vegetation.
 - i. Maintain on the site existing healthy Western Larch and Ponderosa Pine seedlings, saplings and poles.
 - j. Minimize impacts to the soil by utilizing movement of the Masticator Machine, primarily utilizing the boom to Cut and Masticate material. Techniques to minimize number of passes and working from existing trails shall be utilized to prevent rutting, damage to soil and prevent erosion
 - k. Utilize soil erosion control measures to prevent water from channeling down the ruts created by the machine tracks.

B. Mastication Pre-commercial Thinning Specifications:

The intent is to reduce concentrations of Seedlings, and Saplings to specified spacing. To reduce overall fuel loadings, and to speed up the decay process. To reduce competing vegetation.

1. Masticator will be limited to slopes less than 40% as directed by the COR.
2. Contractor will Thin the units at specified spacing without excessive displacement or damage to soil.
3. Light concentrations of slash will be scattered in conjunction with Mastication. The COR will direct the thinning and scattering of slash.
4. All deciduous brush more than two feet in height will be cut away from residual trees.
5. Machinery will not be allowed in any streamside management zone or riparian area with out written direction of the COR.
6. Contractor may be directed to use designated skid trails at the discretion of the COR.
7. Contractor may be subjected to Industrial Fire Precaution Levels.
8. Do not disturb or damage trees designated as leave trees (marked with yellow paint) or existing healthy Western Larch and Ponderosa Pine seedlings, saplings and poles.
10. On slopes the operator will construct water bars or take other actions approved by the COR to prevent water from channeling down ruts left by the Masticator tracks.
11. Where possible locate slash on existing trails.

C. *Specifications for determining leave trees*

1. Considering all of the various criteria and parameters included in this contract and others which may be explained by the COR, the best formed, most vigorous trees of desirable species will be chosen over less desirable trees when selecting leave trees. A number of desirable tree characteristics which should be considered for preferential treatment are listed below:

- a. Trees with dominant or codominant crown positions are desired over intermediate, suppressed or overtopped trees.
 - b. Live crown between 40 and 70 percent of the total height of the tree is desirable over trees with less or more crown. Needles should be of normal length and of good color.
 - c. If available Ponderosa pine or western larch are normally more desirable than other species if all other conditions are equal. Likewise Douglas-fir is desirable to the true firs and spruce. Spruce is desirable to true firs. The COR may direct alternative species preferences for specific conditions.
 - d. Trees free of defect, damage, rot, diseases or insect infestations should be selected over less healthy trees.
 - e. Trees of good form including straight boles, medium branch size and an absence of forking are desirable.
 - f. Trees showing evidence of previous rapid growth as indicated by comparatively long leader growth or larger diameters are desired over less vigorous trees.
2. Trees with a diameter at breast height (DBH) of eight inches or greater will not be cut. DBH measurements refer to the diameter of the tree 4 1/2 feet above the ground. Thus, the diameter of the stump of an eight-inch tree, in most cases, will be larger than eight inches.

The following items are exceptions to the above specifications:

- a. Any trees specifically marked for cutting by the COR will be cut by the Contractor. Limited numbers of trees over eight inches DBH may be marked for cutting by the COR for silvicultural, disease, or insect reasons.
- b. When hardwoods such as aspen, cottonwood, birch, alder, willow, etc., are mixed with conifers, the hardwoods, up to 12 inches DBH must be felled. Pockets of pure hardwoods in a unit need not be thinned or felled unless specified by the unit advertisement or the COR. Conifers are always favored as crop trees over hardwood species.
- c. Dead trees need not be felled unless directed by the COR.

3. Severity of Mistletoe infections in individual trees will be rated using the Hawksworth six point system.
 - a. Unless otherwise specified by the COR trees eight inches DBH or less with Hawksworth ratings exceeding the following values should be cut:

DBH	Mistletoe Rating
0 - 2.4"	0 (no mistletoe)
2.5 - 4.4"	1
4.5 - 6.4"	2
6.5 - 8.0"	3

(Cut all trees eight inches DBH or less with ratings of 4, 5 or 6)

- b. The COR will explain mistletoe and the Hawksworth rating system to the Contractor. In general "damage" to the tree from mistletoe decreases in order from the lowest Hawksworth rating to the highest and from the top to bottom of the list below:

Mistletoe in all portions of the crown.
 Mistletoe in the top 2/3 of the crown.
 Mistletoe in the top 1/3 of the crown.
 Mistletoe in the bole of the tree.

4. Saplings 24 inches in height or greater are considered trees. Thickets of sapling reproduction must be thinned also, even though their DBH may be one inch or less. Use the same selection system for determining leave trees in thickets as one would for the larger size trees.
5. Brush and hardwoods that interfere with the growth of or overtop crop trees must be cut. Maintain three feet of open space between the branch tips of each crop tree.

D. Leave trees/material removal/trespass

1. The Contractor shall use reasonable caution in order to prevent damage to leave trees (trees not designated for cutting by this contract). Any leave trees less than ten inches in diameter which are cut or any standing, live commercial leave trees over 10 inches in diameter which are left live but damaged shall result in a deduction from the sum due the Contractor of \$3.00 per tree. Any leave trees ten (10) inches and over which are cut or killed shall be scaled and billed at the average reservation stumpage rates for the preceding year.

2. If the Contractor, without proper authorization, is found to be intentionally cutting leave trees with the purpose of commercial or personal use this shall be considered intentional timber trespass. The Contractor is liable for triple the value of the cut material. The contractor may also be declared in default under section XII E of this contract and subject to such other penalties as may be prescribed under Federal and Tribal codes.

C. Equipment Specifications and Requirements:

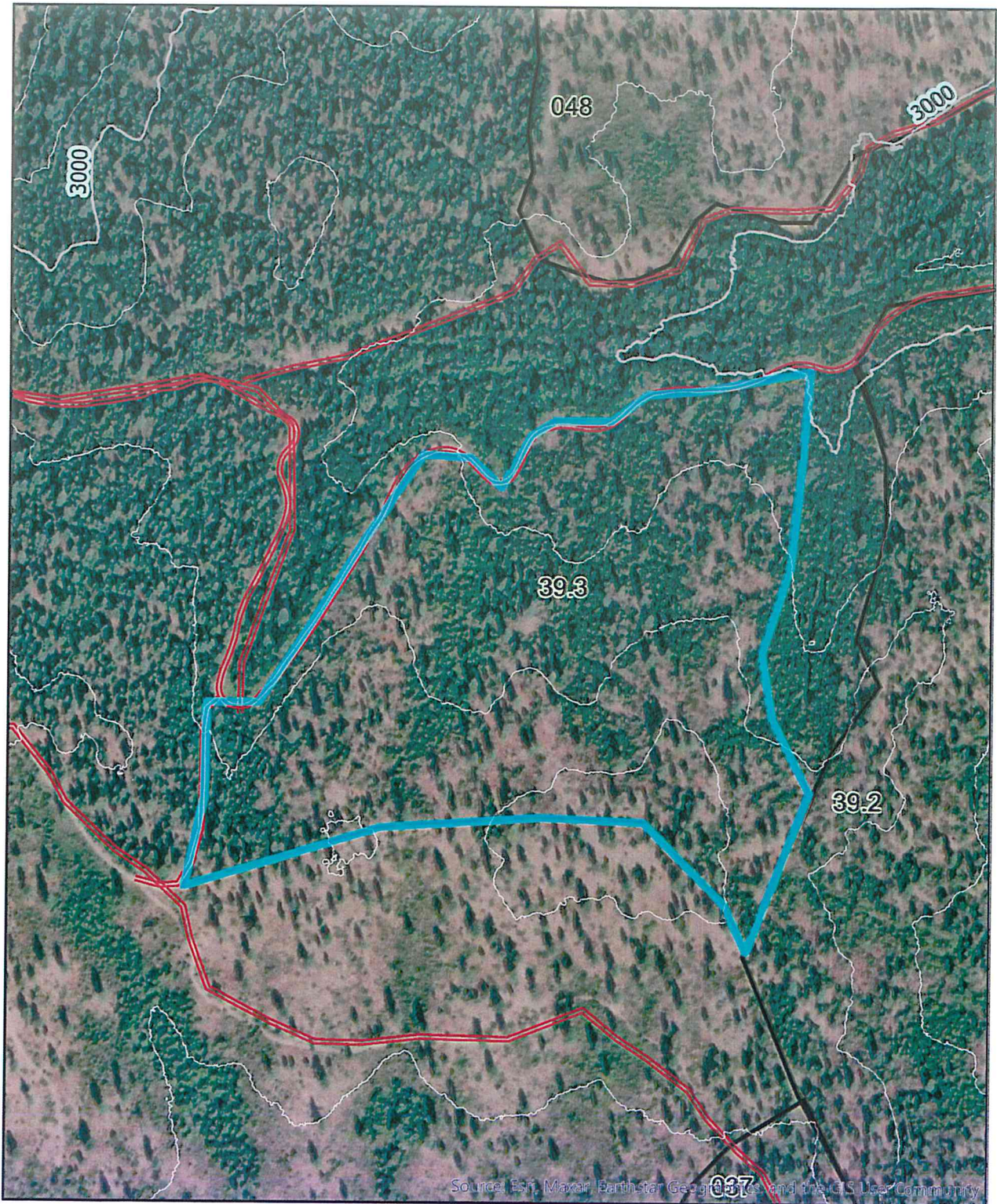
1. Equipment design and maintenance
It is the responsibility of the Contractor to insure that equipment is maintained in a safe and functional condition and is of proper design for the task at hand.
2. Masticator design required
 - a. Track Mounted
 - b. 360 degree rotation
 - c. Hydraulic boom
 - e. Boom mounted Mastication head
 - f. Low ground pressure (less than 8.5 p.s.i.)
 - g. Suitable guards and protection for work in a forest environment that may include 50% slopes, loose or ground on rock, stumps slash and brush. Roll bars are required.
 - h. Compliance with all equipment manufacturer, Federal, and State laws regulations and instructions for work of this nature.
3. Cause for payment adjustment
 - a. During the course of operations the contractor may find that portions of the designated areas to be treated cannot be completed due to adverse operating conditions such as wet soils, rocky soils and steep slopes. If in the opinion of the COR these untreated portions constitute a significant change from the listed payment acres he will adjust the payment acres accordingly.
 - b. Mastication PCT may be halted at the discretion of the COR due to high soil moisture, snow cover or frozen ground.



Cache creek 315-39.1



Cache creek 315-39.2



Cache creek 315-39.3

Cache Creek Mastication PCTLowest Responsible Bid Calculation Worksheet

Item #	Unit	Block #	Acres	Estimated Cost/Acre	Total Cost Estimate	Lowest Responsible Acceptable Bid *
1	Cache Creek	315-39.1	31.8	\$ 440.00	\$ 13,992.00	\$ 10,494.00
2		315-39.2	52.6	\$ 440.00	\$ 23,144.00	\$ 17,358.00
3		315-39.3	36.6	\$ 440.00	\$ 16,104.00	\$ 12,078.00
4					\$ -	\$ -
5					\$ 53,240.00	\$ 39,930.00

Prepared by: *James M. Coe*
 Forest Development Officer

4/10/2023
 Date

Concur: *Doreen Clark*
 District Officer

4-10-2023
 Date

*These estimates are based on an evaluation of costs by the Forest Development Department and are pre-determined for each unit. Lowest responsible bid is determined to be 75% of the Total Cost Estimate.