



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

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



Monday, May 22, 2023

Dear Contractors:

Thank you for picking up our Bid packet. At this time San Poil Forest Development is offering Stocking Survey for bid. There is 3 blocks in the contract. It is as follows:

Unit name	Unit number	Acres	Plots	Bid/ Plot	Total
Cache Creek	316-027	33.2	50		
Cache Creek	315-016	65.6	99		
Cache Creek	317-064	53.8	81		
Total out for bid		152.6	230		

Cache Creek unit are located on Jack Creek Access road BIA route 0093. You will find BLK# 317-064 at mile marker 8 on Jack Creek Access road. Unit 316-027 is located on Lime Creek Road 1.5 mile from highway 21. They are marked with Project boundary 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 Title 10 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. **Contractors are required to be registered on sam.gov prior to submitting a bid. Any bids without sam.gov certification will be rejected.**

**Bid is due June 30, 2023 by 4:00 P.M.** Bids must be placed in the Mail box at Mt Tolman Complex, San Poil Forestry 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. **Or renegotiate any Bids.**

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, required with bid**
7. **sam.gov verification, required with bid.**

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 **"Cache Creek stocking Survey bids" in a sealed envelope.** Any questions please contact our office at (509) 634-3130 and ask for Peter Dan Circle/Cecelia Titus. Thank you,

*Peter Dan Circle/Cecelia Titus* Forestry Technician 1, SanPoil Forestry

STOCKING SURVEYS  
ON THE COLVILLE INDIAN RESERVATION  
Cache Creek  
REQUEST FOR PROPOSAL FOR CONTRACT SP- \_\_\_\_\_

You must bid on each Inspection Item in this contract or total contract bid will be rejected. San Poil Forestry will designate a Contract Officer's Representative (COR) who will perform inspections in each unit to determine quality.

Note: \_\_\_\_\_

UNIT NAME	UNIT #	PAY ITEM	# ACRES	NO. PLOTS	BID/ PLOT	\$ TOTAL
Cache Creek	316-027	A	33.2	50		
Cache Creek	315-016	B	65.6	99		
Cache Creek	317-064	C	53.8	81		
TOTALS			152.6	230		

TOTAL CONTRACT \$ \_\_\_\_\_  
COR WILL FILL OUT

CONTRACTOR: \_\_\_\_\_

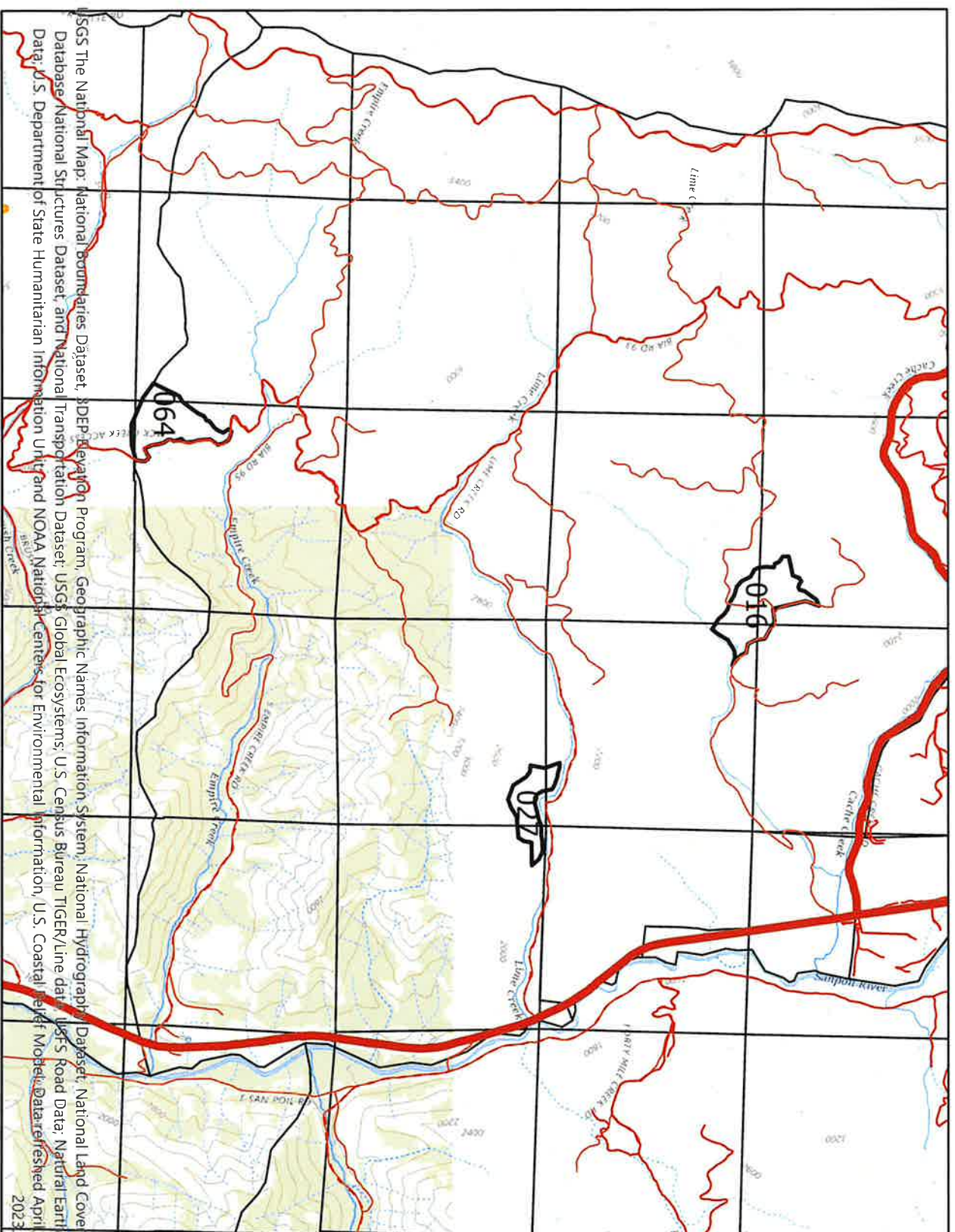
ADDRESS: \_\_\_\_\_

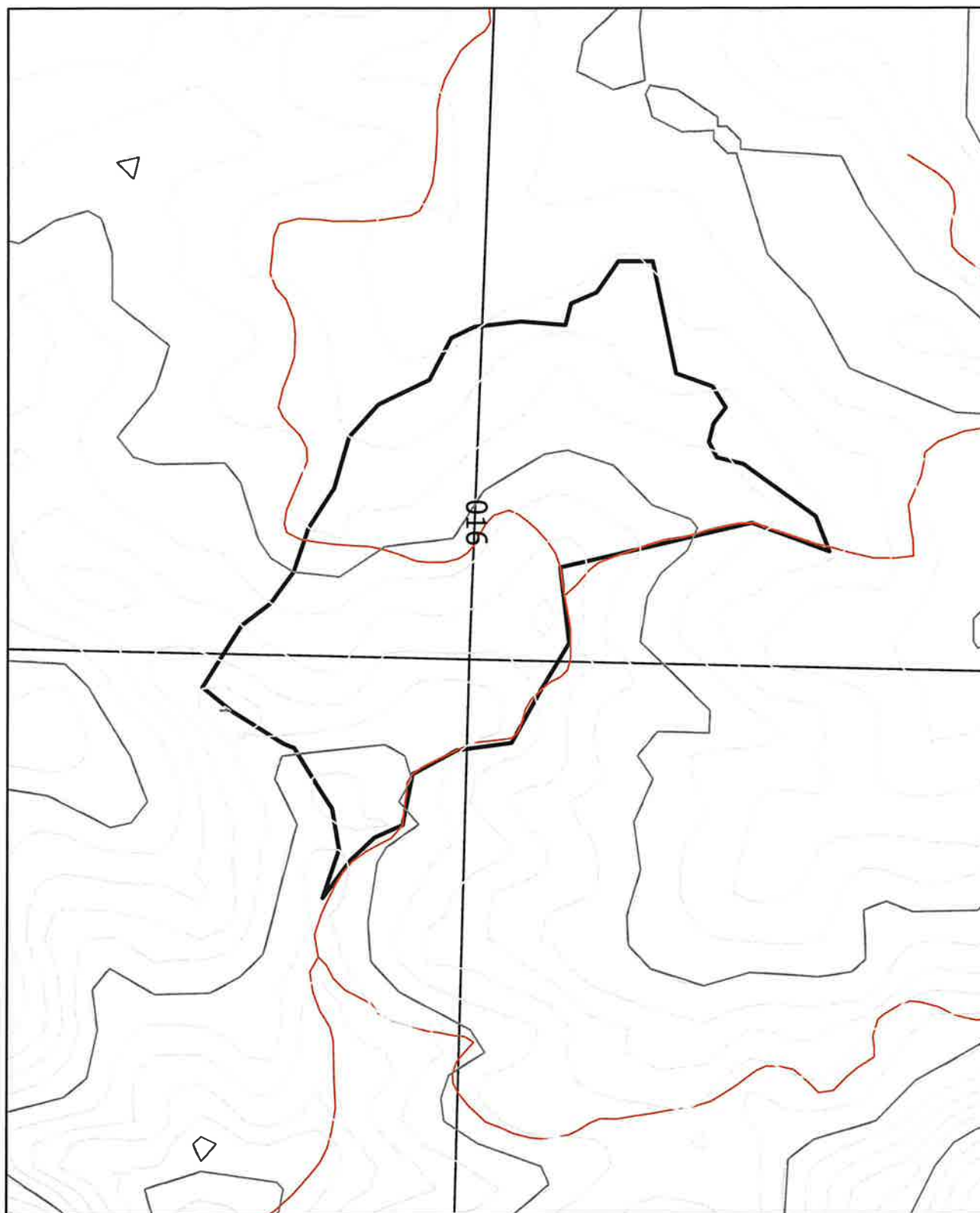
CITY, STATE, ZIP CODE \_\_\_\_\_

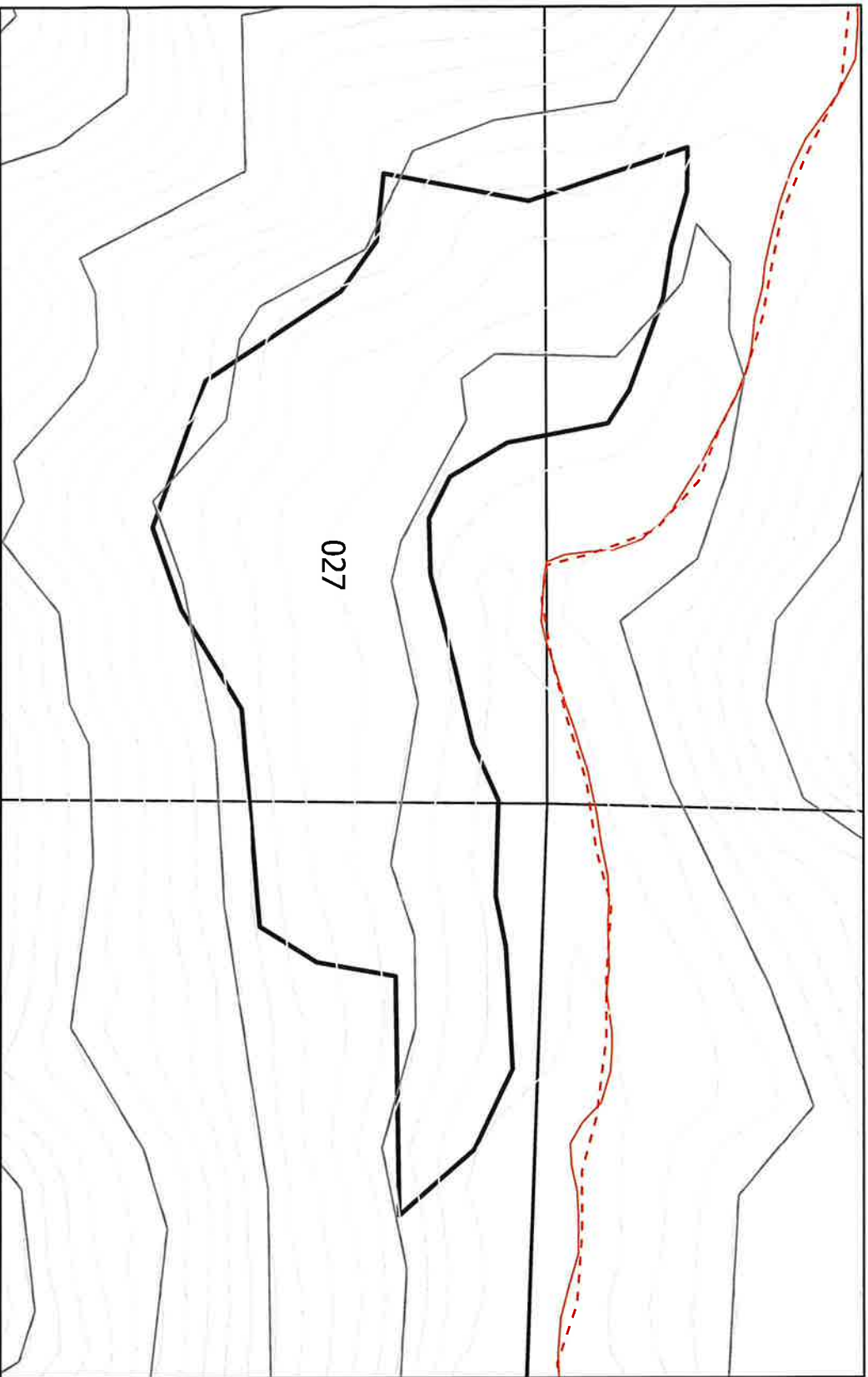
PHONE NUMBER: \_\_\_\_\_

Bids will be received at the San Poil Forestry Office until **June 30, 2023** 4:00pm,  
No Faxed bid will be accepted. Mailed bids must be received on or before due date.

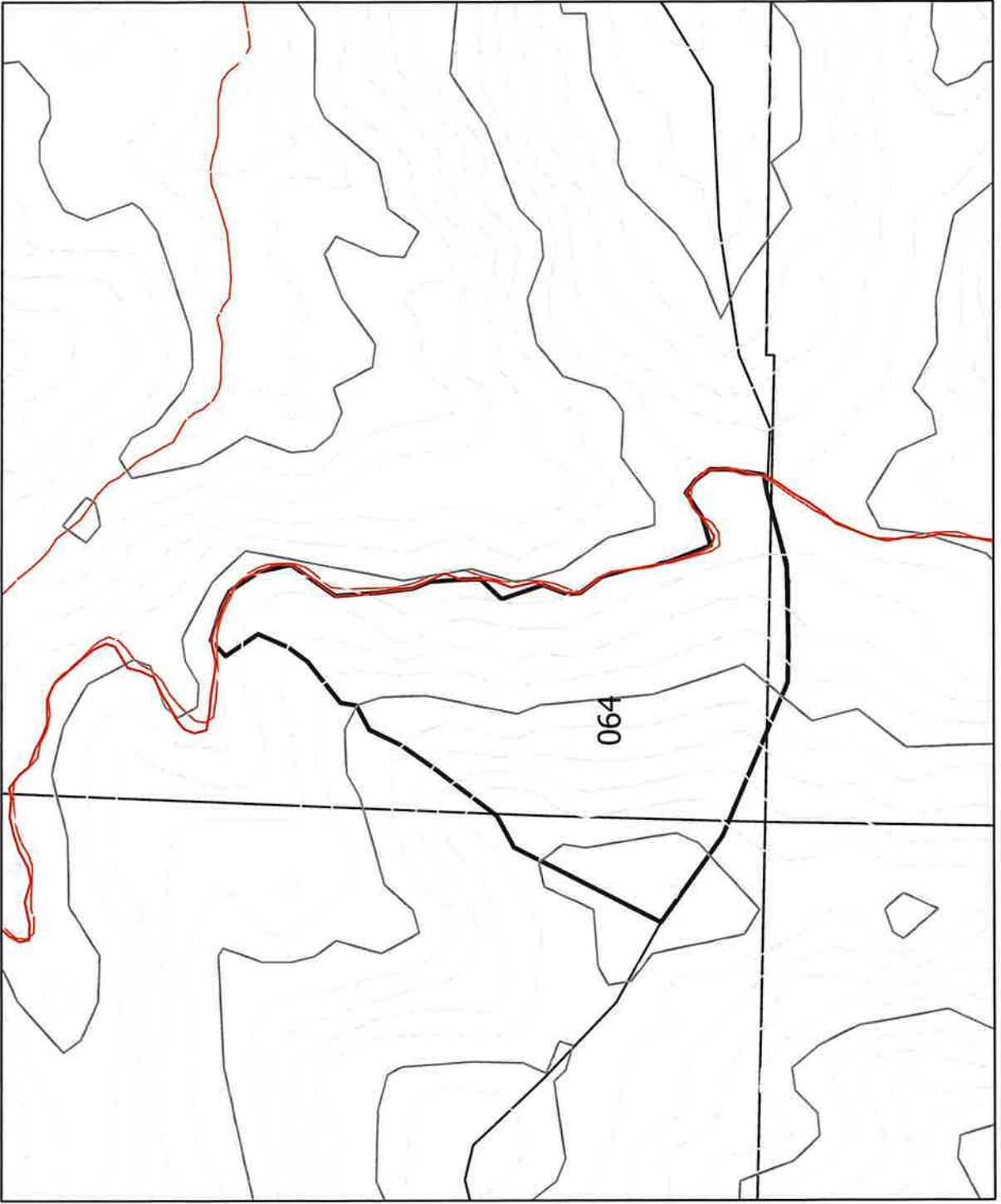
**EXHIBIT "B"**













# 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.

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Company Name

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Typed/Printed Name of Authorized Representative

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Authorized Representative Title

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Authorized Representative Signature and Date

Contract Name:

**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

Contractor: \_\_\_\_\_ Acres: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Project Name & Number: \_\_\_\_\_

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's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "E"**



# 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  
☐

Tribal Affiliation

State or Other Industrial Insurance

YES  
☐

NO  
☐

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:

**~ KEY PERSONNEL CLEARANCE REQUEST FOR TERO APPROVAL ~**

***TITLE 10-1-17 HIRING:***

(c) Permanent and Key Employees: All covered employers, reservation-based employers, and their contractors and subcontractors shall identify permanent and key employees in their compliance and utilization plan.

(1) Permanent employees of Covered Employers may continue to be employed for work on the Reservation or lands owned by the Tribes whether or not they are Indian preference eligible. A permanent employee is one who is and has been on the employer or contractor's annual payroll for a period of at least one (1) year continuously, or is an owner of the firm. An employee who is hired on a project-by-project basis shall not be considered a permanent employee, but shall be considered a part-time employee.

(2) A key employee is one who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. Key employees who are employed prior to the awarding of the contract may be employed for work on the Reservation or lands owned by the Tribes whether or not they are Indian preference eligible. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

**~ ALL T.E.R.O. APPROVED NON- INDIAN PREFERENCE EMPLOYEES, SO DESIGNATED FOR EMPLOYMENT ON THIS CONTRACT / PROJECT SHALL BE COMPELLED TO SUBMIT FOR T.E.R.O. APPROVAL PRIOR TO ANY FURTHER EMPLOYMENT ACTIVITIES BEYOND THE SCOPE OF THIS COMPLIANCE & UTILIZATION PLAN ~**

**\*PROJECT SUPERVISOR (Last, First, M.I.):**

**YEARS WITH COMPANY:**

**TRIBAL AFFILIATION & ENROLLMENT NUMBER:**

\*FOREMAN (Last, First, M.I.):

**YEARS WITH COMPANY:**

**TRIBAL AFFILIATION & ENROLLMENT NUMBER:**

**~ STAFFING AND /OR WORKFORCE REQUEST TO T.E.R.O. ~**

A fifty-one percent (51%) minimum of the seasonal, temporary, or project-by-project employees must be Indian preference in origin. This is a minimum requirement criteria; should the T.E.R.O. avail to the contractor **QUALIFIED** Indian preference employees, then up to, and including, one-hundred percent (**100%**) of this workforce is expected to be hired.

To complete the contract commitments to the **Equal Employment Opportunity Commission** (E.E.O.C.); the following information is to be provided by your firm. Provide specific requirement(s) for the Indian preference employees to be provided by the T.E.R.O. hiring hall.

**~ IF INDIAN PREFERENCE EMPLOYEE PREFERRED FOR HIRE OR RECALL; PROVIDE NAME, WAGE AND POSITION ~**

[illegible]

## ~ 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.



(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)

## ~ REQUEST FOR RENTAL EQUIPMENT ~

EQUIPMENT REQUESTED:	CONTRACTOR / SUBCONTRACTOR:	QUANTITY:

PRODUCTS OR SUPPLIES REQUESTED:	CONTRACTOR / SUBCONTRACTOR	QUANTITY:

[illegible]