

Attention Contractors!!

- *San Poil District Forestry currently has 4 Pre-Commercial Thinning Contracts up for bid in the 30 Mile area.*
- *Bids are due no later than 4:00pm Thursday April 25, 2024.*
- *Bid packets can be picked up at San Poil Forestry @ Mt. Tolman Complex, TERO, Employment & Training Office, Tribal and TERO Website RFB/RFQ.*
- *If you have any questions call Ext. 3130.*





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

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



Thursday, March 28, 2024

Dear Contractors:

Thank you for picking up our Bid Packet. At this time, San Poil Forest Development is offering 3 Pre Commercial Thinning contracts up for bid. **Each unit will be bid separately; there are 3 contracts with this notice.** These blocks are located in the 30 Mile Logging area on the 30 Mile Road. A CB radio is required in this area.

Item	Contract	Area	Block	Acres
A	SP-06-PCT-2024	30 MILE	343-034	42
B	SP-07-PCT-2024	30 MILE	343-038	19
C	SP-08-PCT-2024	30 MILE	343-040	33
Total Acres				94

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 responsibly and responsibly; the lowest bid received may or may not be the accepted 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 current. You may contact the BIA Administration at the Government Center at (509)634-2315, or purchase a Trader's 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.

Bids must be marked "30 Mile PCT 24" and placed in the locked, San Poil Forestry Drop-Off Box located at the Mt. Tolman Fire Center. Bids must be in no later than Thursday, April 25, 2024, at 4:00 P.M. Incomplete or unreadable bids will be rejected. No faxed or e-mailed bids will be accepted. Colville Tribal Forestry reserves the right to accept or reject any and all bids.

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

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

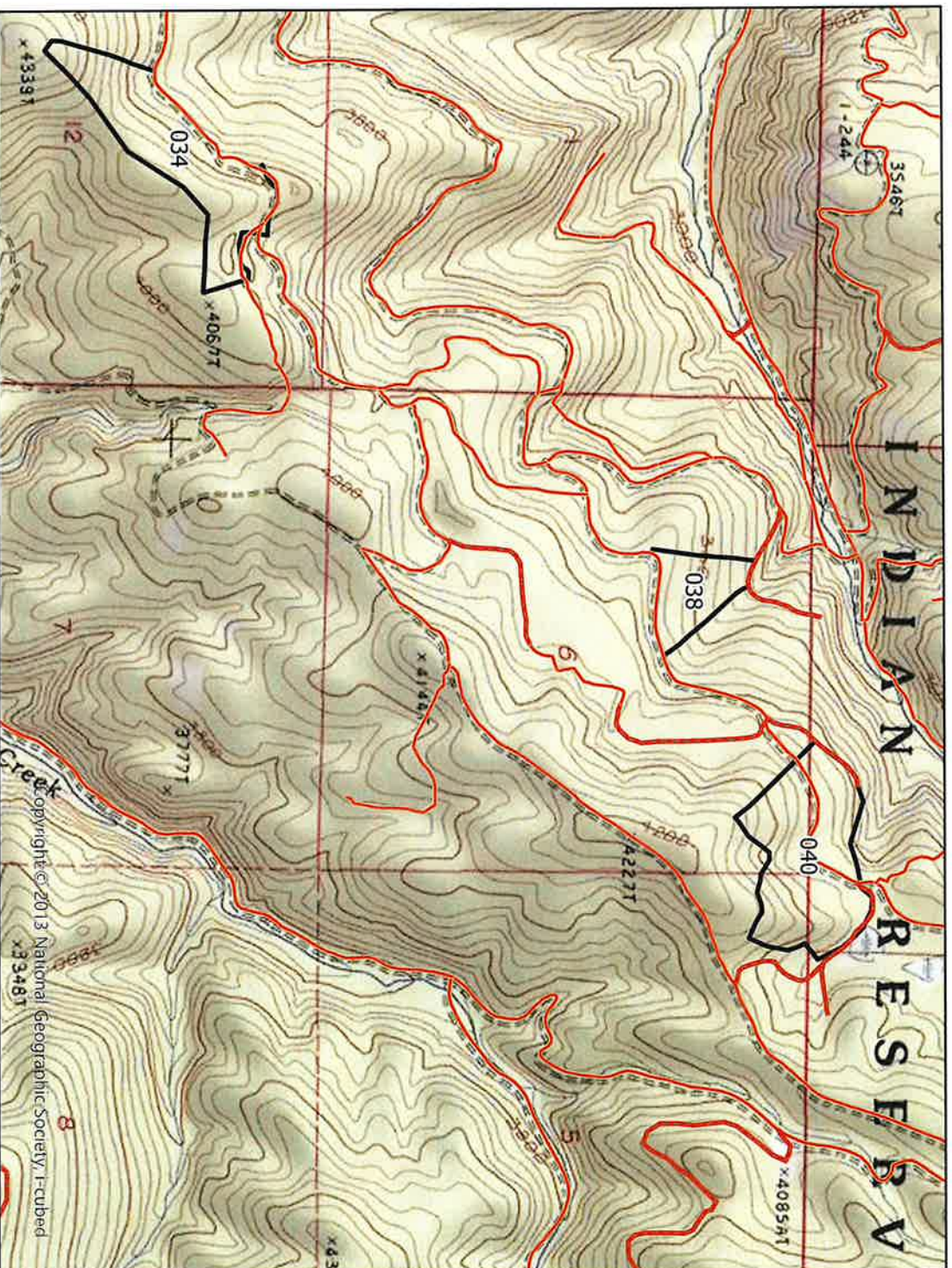
Must be included with Bid Packet.
2. A copy of your Contractor Liability Insurance; if you do not have one please state in the work plan how you plan on obtaining one. Workmen's Compensation Insurance will be placed through the Colville Tribe. But if you have Workmen's Compensation Insurance then it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

Please remember to include all of the above items in your returned bid, otherwise it will be an incomplete bid and will be rejected. Any you have any questions please leave a message or contact me, Charles LaPlante, at my office at (509)634-3130. You can also leave a message at 509-634-3129.

Thank you,

Charles LaPlante, Forestry Tech. II
 Forest Development San Poil Forestry

30 Mile PCT 2024



**TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING)
SP-06-PCT-24
30 Mile PCT Unit 343-034**

LOCATION: T.32 N., R.33 E., SEC(S).12 Turn east off of Highway 21 on to 30 Mile Road stay on this road for about 3 ½ miles, then take a right turn at the bridge. Stay on this road until getting to the unit. Logging traffic may be in the area so a CB radio should be used.

SIZE: 42.0 acres

TOPOGRAPHY: Elevation Top: 4320, Bottom: 3920. Northwest aspect. There is a road running along the bottom of the unit. Average Slope 30 -40%

TREATMENT AND UNIT DESCRIPTION: This unit has a lot of natural regeneration; the species include Ponderosa Pine and Western Larch, and Douglas fir, and Lodgepole Pine. The purpose of this thinning is to reduce stocking and release desirable crop trees from suppression and remove trees of poor form and vigor and overtopping brush from the stand. **The CROP tree spacing is listed as 18 x 18 feet for Pine Only, and 14 x 14 feet for all other species. 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). 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. 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.

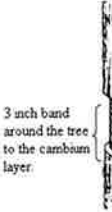
DESCRIPTION OF WORK: All trees will be spaced off of one another as mentioned above. Felled trees and brush (tall & heavy in some areas) should be felled away from leave trees. Fall material in such a way as to achieve the most uniform fuel bed possible. All slash should be in contact with the ground.

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)

EXHIBIT "D"

- 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 along any road will be felled; these are considered to be hazard trees. **All Douglas-fir trees within one chain of the boundary needs to be felled.** All girdled trees shall have a 3 inch band around the entire bole (trunk) of the tree down to the cambium layer.
 
- 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.
- 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"**. 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 BOUNDRY PAINT.

EXHIBIT "D"

**PRECOMMERCIAL THINNING
ON THE COLVILLE INDIAN RESERVATION
REQUEST FOR PROPOSAL FOR CONTRACT
SP-06-PCT-24**

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 inspection in each unit to determine quality and progress.

NOTE:

UNIT NAME		30 Mile PCT 2024		
ITEM	UNIT #	ACRES	BID PRICE PER ACRE	TOTAL BID PRICE
A	343-034	42		

TOTAL ACRES 42

TOTAL CONTRACT \$ _____
(To be filled out by COR)

Contractor: _____
(Please Print)

Indian Preference Bidder? YES NO

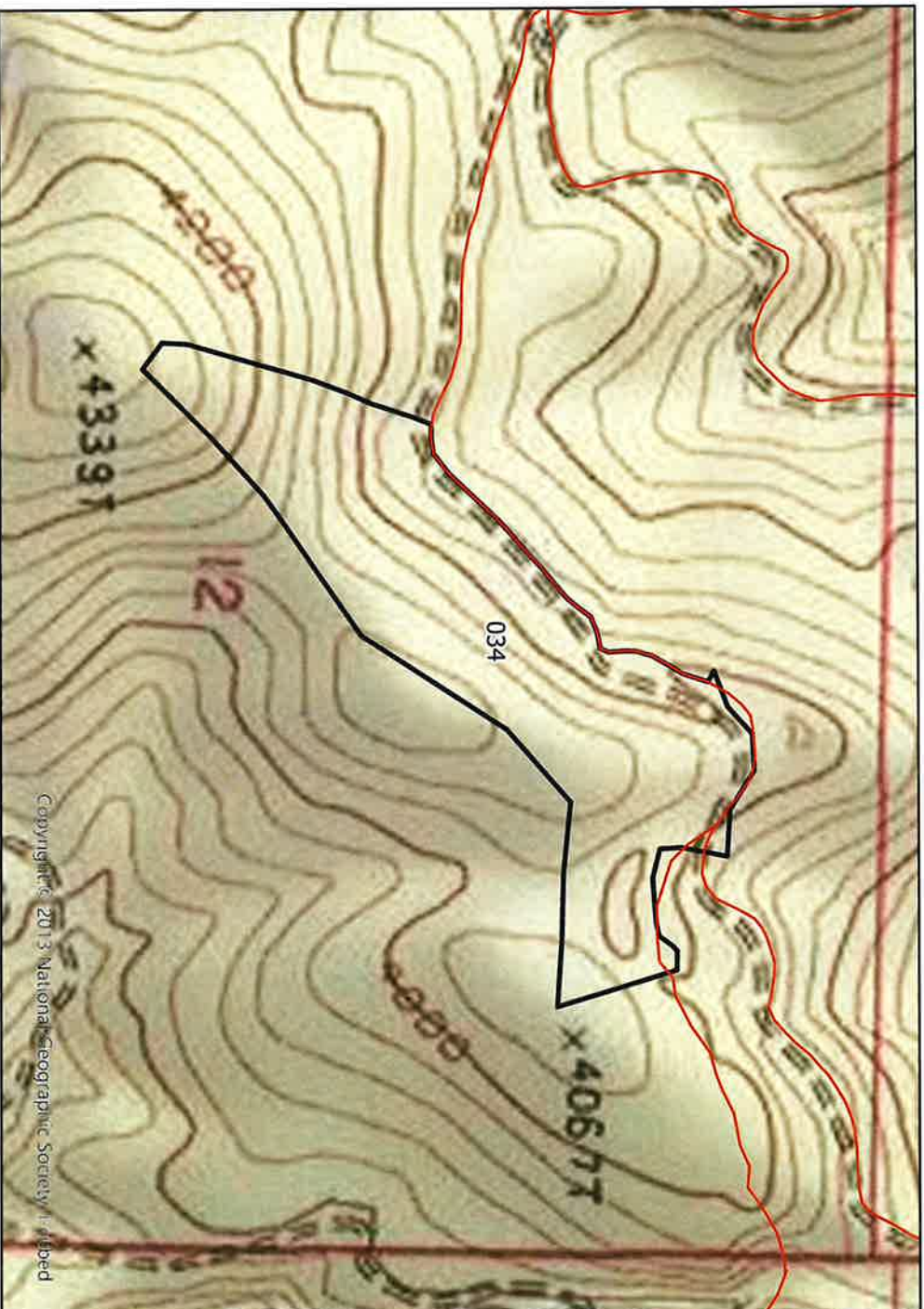
If YES Tribe: _____ Enrollment #: _____

Address: _____

Phone # _____ Msg #: _____

Note: Colville Tribal Forestry reserves the right to accept or reject any or all bids, based on previous evaluations and or performances, and responsive, responsible, which will be used in awarding a contract. Bids will be received at the San Poil Office until Thursday, April 25, 2024 by 4:00pm at the San Poil Forestry Office, located at the Mt. Tolman Fire Center, or post marked by the due Date. No faxed bids will be accepted. Bids needs to be marked "30 Mile PCT" and placed in the San Poil Forestry box located just inside the rear door of the Mt. Tolman Complex.

30 Mile PCT 2024 Unit 343-034 42 Acres



**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: 30 Mile PCT, SP-06-PCT-24, Block 343-034

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: _____

Contract Name: 30 Mile PCT SP-06-PCT-24

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"? Yes No
If Yes, date of default? _____ from whom? _____

3. Do you own the required equipment necessary to successfully complete this contract or will you lease or rent? 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: 30 Mile PCT SP-06-PCT-24

SITE LOCATION: 30 Mile Cr/ Logging unit

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:

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

**TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING)
SP-07-PCT-24
30 Mile PCT Unit 343-038**

LOCATION: T. 32,33N., R. 34E., SEC(S).31,6,5. Turn east off of Highway 21 on to 30 Mile Road stay on this road for about 10 miles until you reach the Unit; it will be signed and tagged.

SIZE: 19.0 acres

TOPOGRAPHY: Elevation Top: 4120', Bottom: 3760'. Northeast aspect. There is a road along the top and bottom of the unit. Average Slope 30-35%.

TREATMENT AND UNIT DESCRIPTION: The species within this unit include Ponderosa Pine, Western Larch, Douglas fir and Lodgepole Pine. The purpose of this thinning is to reduce stocking and release desirable crop trees from suppression and remove trees of poor form and vigor and overtopping brush from the stand. **The CROP tree spacing is listed as 18 x 18 feet for Pine Only, and 14 x 14 feet for all other species. 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). 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. 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.

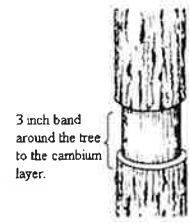
IPS (pine engraver beetle) management guidelines will be required for **Ponderosa Pine slash for the months of January 1st to July 31st.** Tree slash will be bucked up every three (3) feet; **do not cut The Limbs Off.**

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)

EXHIBIT "D"

- 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 along any road will be felled; these are considered to be hazard trees. **All Douglas-fir trees within one chain of the boundary needs to be felled.** All girdled trees shall have 3 inch band around the entire bole (trunk) of the tree down to the cambium layer.



- 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.
- 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"**. 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 BOUNDRY PAINT.

EXHIBIT "D"

**PRECOMMERCIAL THINNING
ON THE COLVILLE INDIAN RESERVATION
REQUEST FOR PROPOSAL FOR CONTRACT
SP-07-PCT-24**

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 inspection in each unit to determine quality and progress.

NOTE:

UNIT NAME		30 Mile PCT		
ITEM	UNIT #	ACRES	BID PRICE PER ACRE	TOTAL BID PRICE
B	343-038	19		

TOTAL ACRES 19.0

TOTAL CONTRACT \$ _____
(To be filled out by COR)

Contractor: _____
(Please Print)

Indian Preference Bidder? YES NO

If YES Tribe: _____ Enrollment #: _____

Address: _____

Phone # _____ Msg #: _____

Note: Colville Tribal Forestry reserves the right to accept or reject any or all bids, based on previous evaluations and or performances, and responsive, responsible, which will be used in awarding a contract. Bids will be received at the San Poil Office until Thursday, April 25, 2024 by 4:00pm at the San Poil Forestry Office, located at the Mt. Tolman Fire Center, or post marked by the due Date. No faxed bids will be accepted. Bids needs to be marked "30 Mile PCT" and placed in the San Poil Forestry box located just inside the rear door of the Mt. Tolman Complex.

**30 Mile PCT 2024
343-038 19.0 Acres**



**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: 30 Mile PCT. SP-07-PCT-24 Block 343-038

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"

Contract Name: 30 Mile PCT SP-07-PCT-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:
30 Mile PCT SP-07-PCT-24 Unit 343-038

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

TERO Director or Compliance Officer Signature

Approve Disapprove
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:

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.

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.



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

**TREATMENT PRESCRIPTION
SITE PREPARATION UNIT
(PRECOMMERCIAL THINNING)
SP-08-PCT-24
30 Mile PCT Unit 343-040**

LOCATION: T.32 N., R.34 E., SEC(S).6. Turn east off of Highway 21 on to 21 Mile Road stay on this road for about miles, then take middle road at the 3 way intersection (turkey track). You will turn left (east) at the Grizzly Mt road

SIZE: 33.0 acres

TOPOGRAPHY: Elevation Top: 3720, Bottom: 3480. Northeast aspect with northwest aspects. There is a large draw running through the middle of the unit from top to bottom. Average Slope 25%

TREATMENT AND UNIT DESCRIPTION: This unit has a lot of regeneration; the species include Ponderosa Pine, Western Larch, Douglas fir, and Lodgepole Pine. The purpose of this thinning is to reduce stocking and release desirable crop trees from suppression and remove trees of poor form and vigor and overtopping brush from the stand. **The CROP tree spacing is listed as 18 x 18 feet for Pine Only, and 14 x 14 feet for all other species. 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). 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. 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)

EXHIBIT "D"

- 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 along any road will be felled; these are considered to be hazard trees. **All Douglas-fir trees within one chain of the boundary needs to be felled.** All girdled trees shall have 3 inch band around the entire bole (trunk) of the tree down to the cambium layer.
 

3 inch band around the tree to the cambium layer.
- 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.
- 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”.** 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 BOUNDRY PAINT.

EXHIBIT "D"

**PRECOMMERCIAL THINNING
ON THE COLVILLE INDIAN RESERVATION
REQUEST FOR PROPOSAL FOR CONTRACT
SP-08-PCT-2024**

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 inspection in each unit to determine quality and progress.

NOTE:

UNIT NAME		30 Mile PCT		
ITEM	UNIT #	ACRES	BID PRICE PER ACRE	TOTAL BID PRICE
C	343-040	33		

TOTAL ACRES 33.0

TOTAL CONTRACT \$ _____

(To be filled out by COR)

Contractor: _____
(Please Print)

Indian Preference Bidder? YES NO

If YES Tribe: _____ Enrollment #: _____

Address: _____

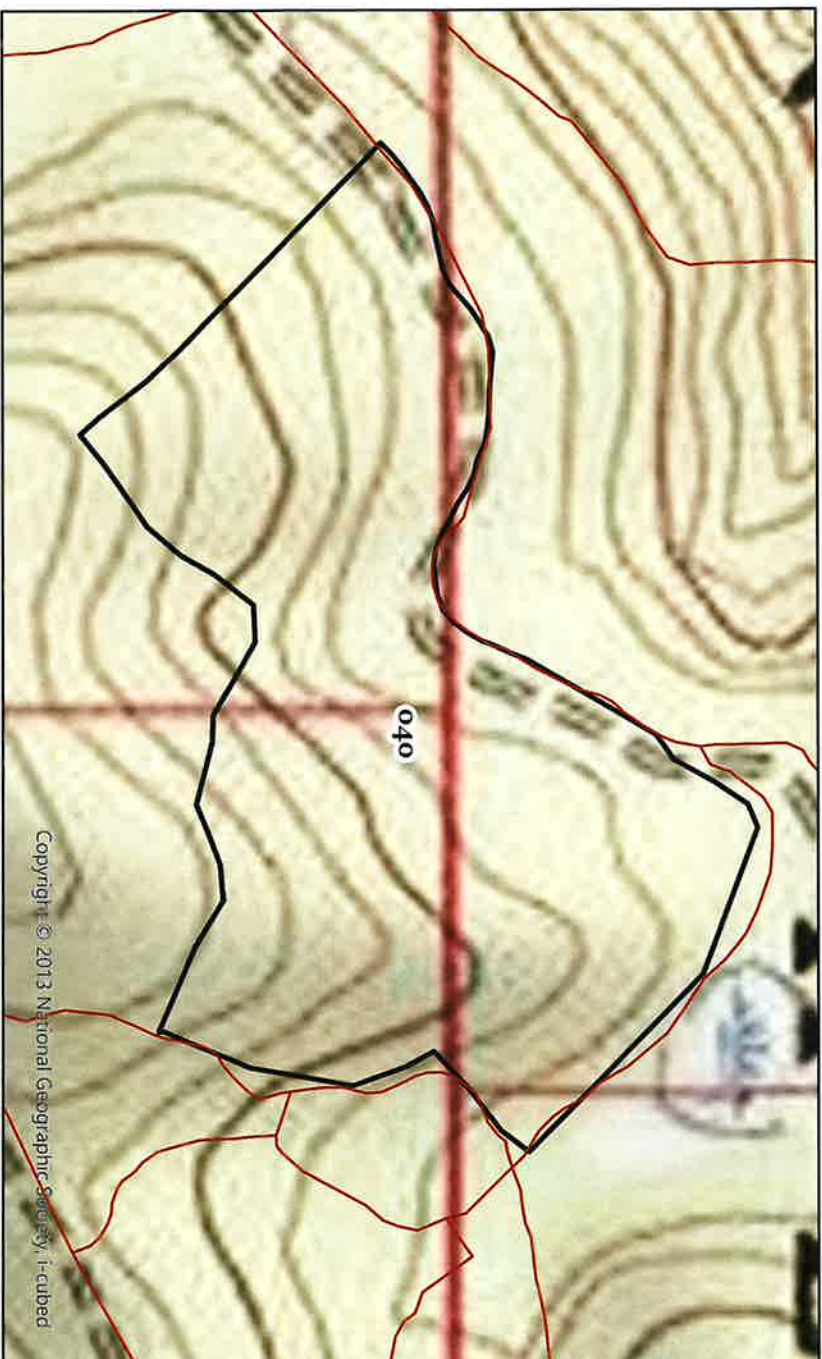
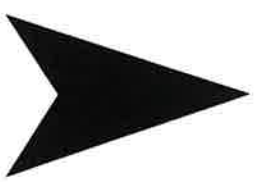
Phone # _____ Msg #: _____

Note: Colville Tribal Forestry reserves the right to accept or reject any or all bids, based on previous evaluations and or performances, and responsive, responsible, which will be used in awarding a contract. Bids will be received at the San Poil Office until Thursday, April 25, 2024 by 4:00pm at the San Poil Forestry Office, located at the Mt. Tolman Fire Center, or post marked by the due Date. No faxed bids will be accepted. Bids needs to be marked "30 Mile PCT" and placed in the locked San Poil Forestry box located just inside the rear door of the Mt. Tolman Complex.

Exhibit B

30 Mile PCT 24 343-040 33.0 Acres

N



**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: 30 Mile PCT SP-08-PCT-24 Unit 343-040

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"

Contract Name: 30 Mile PCT SP-08-PCT-24

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.

PROJECT NAME / CONTRACT NUMBER:
30 Mile PCT SP-08-PCT-24 Unit 343-040

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.

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 2022-2023.

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:

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.

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.



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