Request for Proposals (RFP)

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources – Range, Ag & Forestry Program

Two Corners Precommercial Thinning - 2027

CONTRACTORS INVITED TO BID THE PROJECT: **All licensed contractors with and without Indian Preference**

Technical Contacts:
Brette Graham (brettegraham@ctuir.org) (541) 429 - 7252
Gordy Schumacher (gordyschumacher@ctuir.org) (541) 429 - 7238

Administrative Contact: RaeAnn Oatman (RaeAnnOatman@ctuir.org) (541) 429 -7289

Critical Dates:

Site Tour:	By Appointment
Proposal Submission Deadline:	January 06, 2027 (3:00pm)
Tentative Award Selection (est.):	January 13, 2027
Contract Award (est.):	January 20, 2027
Project Initiation:	June 01, 2027 (Weather and soil moisture dependent)
Project Completion:	October 29, 2027

Part I – General Information and RFP Process

Two Corners Precommercial Thinning - 2027

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1. Project Purpose and Location

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is seeking proposals for pre-commercial mechanical mastication/thinning of 87.5 acres of tribal forestland, to be completed by Fall of 2027. This request describes a precommercial mixed species thinning and associated slash treatment in stands 429, 1082 & 1188 within a forested portion of the Umatilla Indian Reservation, near Indian Lake at the decimal degree of 45.359936, -118.604557. The area is approximately 13.75 air miles (18 road miles) SE of Pilot Rock, Oregon.

The thinning units are located on portions of the Reservation with the legal description of: T2S, R34E: Section 30 east of the Willamette Meridian in Umatilla County. Unit locations and forest roads to access the properties are highlighted on attached access map (Attachment A.)

The terrain on this project is gently sloping hills; stands are consistently between 0-15% slope with deep loam soils. The project area is well suited for mechanical treatment, preferably with a vertical shaft drum masticating head.

Primary objective of the pre-commercial thinning is to decrease tree densities within the unit. This will align the stand with the CTUIR's Forest Management Plan, reducing the chance of stand replacing fires and density-dependent mortality. Operator will remove trees based on the following criteria (2.2 – 2.2.14), to create a more natural looking stand.

All attached maps can be provided in a georeferenced PDF format upon email request to brettegraham@ctuir.org

1.2 Scope of the RFP

This RFP provides the specific services to be contracted as well as information concerning the preparation and submittal of Proposals, an explanation of how Proposals will be evaluated, and terms and conditions of the contract that may be awarded as a result of the RFP.

1.3 Project Timeline

This project can begin on **June 1st, 2027**; the exact date will be negotiable. Regardless of start date, the project must be completed by **October 29th, 2027.**

1.4 Closing Date for Submission

The closing date for submission will be **January 6th, 2027, 3:00 p.m. PST**. Proposals received after the specified time will not be considered. Contractors must submit a hard and/or digital copy (via email, jump drive, CD, etc.) of their Proposal to:

raeannoatman@ctuir.org;
CC: brettegraham@ctuir.org
Confederated Tribes of the Umatilla Indian Reservation
DNR Range, Ag & Forestry Program
Attention: RaeAnn Oatman
46411 Timíne Way
Pendleton, Oregon 97801

The outer email subject line or envelope should clearly read **"Two Corners Precommercial Thinning- 2027 – SEALED BID, DO NOT OPEN".**

Bids will be opened at 3:00 pm on the due date, and evaluations will be made by a review team of CTUIR Natural Resource staff over the subsequent work week.

1.5 In Writing, CD, or Thumb-drive

Proposals shall be prepared digitally, by printer, or typewriter. No oral, facsimile, or handwritten proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in this RFP. The CTUIR will not consider additional information submitted after the closing date and may reject incomplete proposals.

1.7 Cost of Proposals

The CTUIR shall not be liable for any expenses incurred by Contractors in either preparing or submitting Proposals, evaluation/selection, or contract negotiation process, if any.

1.8 Requests for Clarification

Contractors may submit a written request for clarification via mail or email up to **1 week (7 days) before submission**. CTUIR will not consider any requests submitted after the time period specified above. Questions regarding the RFP or requests for clarification shall be sent to Technical Contacts listed on page 1 of this RFP.

1.9 Response to Requests for Clarification

Responses to questions will be provided no later than **4 days before bid closing.** Any substantive responses or clarifications made by CTUIR to an individual contractor will be made publicly available to all contractors in the CTUIR Forestry contact list via email.

1.10 Proposals Constitute Firm Offers

Submission of a Proposal constitutes Contractor's affirmation that all terms and conditions of the Proposal constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.11 Signature Required; Proposer Affirmations

An authorized representative of the Contractor must sign the original Proposal in ink. Contractor's signature and submission of a signed Proposal in response to the RFP constitute Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the RFP and by all terms and conditions of the Contract awarded.

1.12 Type of Contract

The CTUIR shall execute a Subcontract for the proposal.

1.13 Confidential Information

Proposals are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret under ORS 192.501(2) or confidential proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following:

"This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

1.14 Requests for Further Clarification of Proposals

The CTUIR may request additional clarification from Contractors on any portion of the Proposal.

1.15 Cancellation of RFP

The CTUIR may cancel this RFP at any time upon finding that it is in the CTUIR's best interest to do so.

1.16 Rejection of Proposals

The CTUIR may reject a particular Proposal or all Proposals upon finding that it is in the CTUIR's best interest to do so.

1.17 Tentative Award and Contract Negotiations

The CTUIR will provide a written tentative award notice to the highest-ranking Contractor, selected based on the process described in Part 1.23. The CTUIR will enter into negotiations with the highest ranking Contractor on the following contract terms: (a) Contract tasks; (b) Staffing; (c) Performance Schedule; and (d) A maximum, not to exceed Contract price (Schedule B of this RFP), which is consistent with the Quote and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on a contractor's recommendations (but still within the scope of this RFP) or reduce the scope of services.

Final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

CTUIR may terminate negotiations with the highest ranked Contractor if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the second-ranked Contractor, and if necessary, the third-ranked Contractor. If the second or third round of negotiations fails to result in a contract, the CTUIR may formally terminate the solicitation.

1.18 Protest of Tentative Award Selection

A notification of tentative award to the highest-ranked Contractor will be mailed to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests submitted after the date established in this Part. The protest must specify the grounds upon which the Protest is based.

1.19 Award

After expiration of the seven (7)-calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful Contractor in order to complete its investigation. The CTUIR reserves the right to reject any proposal at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include but are not limited to, changes in the statement of work, extension of time or consideration of changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

1.22 Tour of Site

A site tour for subcontractors will be provided upon request. Please email brettegraham@ctuir.org to schedule a tour of the project area.

Interested parties are also encouraged to visit the units on their own. Have a copy of this RFP when visiting any Indian Lands pertaining to the work described herein.

All maps embedded in this RFP (Attachment A) can be made available as a georeferenced PDF upon request (Email Request to: (brettegraham@ctuir.org) *Georeferenced PDF maps can be used with free software such as Avenza Maps on handheld devices that use Android or iPhone operating systems*.

1.23 Applicable Documents

Appendix A: Contains maps showing the stand boundaries, topography, aerial imagery, and road network of the project area.

Appendix B: Diagrams showing desired post-thin stand structure.

Appendix C: Acceptable equipment illustrations.

Part II – Services to be Provided

2. Technical Requirements

2.1 Overview

The intent of this sub-contract is a precommercial mechanical mastication/thinning method on **87.5 acres** of tribally owned forestland, to be completed by **October 29th, 2027**. This request describes a mixed species thinning and associated slash treatment in stands 429, 1188 and 1082 within a forested portion of the Umatilla Indian Reservation, near Indian Lake at the decimal degree of 45.360370, -118.602537. The area is approximately 13.75 air miles (18 road miles) SE of Pilot Rock, Oregon.

The thinning unit is located on portions of the Reservation with the legal description of: T2N, R34E: Section 30 of the Willamette Meridian in Umatilla County. Forest Stands 429, 1188 and 1082 locations and Forest Road to access the properties are highlighted on attached access maps (Attachment A.)

The terrain on this project is gently sloping hills; stands are consistently between 0-15% slope with deep loam soils. The project area is well suited for mechanical treatment using a mastication head, preferably a horizontal-shaft drum mulcher or a vertical-shaft disc mulcher. Operations shall only occur on dry, frozen or snow-covered ground conditions.

There is one (1) wildlife skip located in the center of the unit, as seen in attached unit map (Attachment A). The skip in total is 8.2 acres of the total area leaving 88 acres treatable. It was determined that this area be buffered out to provide dense wildlife habitat through the unit. There are (4) other skips throughout the unit. These exclusion areas will be flagged in **blue** flagging. These skips are < 0.5 acre of the total area leaving **87.5 acres treatable.** It is important to note that the skips are "No Treatment Areas".

Across the project area, current stand conditions average approximately 1567 trees per acre (TPA) with a quadratic mean diameter (QMD) of about 3.3 inches, reflecting a range of dense, small- to moderate-diameter structures. Plant associations include both Grand (white) fir / Twinflower (ABGR/LIBO2) and Ponderosa Pine / Elk sedge (PIPO/CAGE) types, indicating a mix of moist and dry forest conditions; however, overall stand structure is characterized by elevated density and competition levels.

Based on the 1999 Powell stocking guidelines, stand conditions vary among the treatment areas. Stands 429 and 1188 are densely stocked, while Stand 1082 has lower overall density but still contains areas requiring substantial thinning. The proposed treatments will reduce competition and move each stand toward the lower end of the applicable Powell stocking range to increase growing space, improve tree vigor, and promote greater resilience to drought, insects, disease, and wildfire, as shown in Table 1. Treatments will emphasize variable-density thinning rather than uniform spacing, with healthy, vigorous, desirable trees retained in irregular groups and clumps.

This represents a substantial reduction in stand density and is expected to increase average tree diameter over time as growing space and available resources increase. Treatments will emphasize thinning from below, removing smaller and suppressed trees while retaining dominant and co-dominant individuals.

Overall, the proposed treatment will reduce competition, improve individual tree growth, and promote more open, fire-resilient stand conditions consistent with management objectives. Desired post-treatment conditions are further described in Section 2.2.4.

The goals of this project are to:

A. Reduce the risk of wildfire through fuel reduction activities.

B. Reduce the density of trees to recommended stocking levels appropriate to the site and better align it with the CTUIR Forest Management Plan.
C. Reduce abundance of suppressed, damaged, and diseased trees with undesirable characteristics (see species preference below).
D. Diversify the spatial distribution of leave trees.
E. Retain and/or promote habitat for tribal First Foods, including elk / deer cover, huckleberry, and root vegetables.

The selective nature of this prescription excludes the use of mastication equipment mounted to a skid steer. Illustrations of acceptable equipment can be found in Attachment C.

2.2 Thinning Specifications

2.2.1 Designated Trees

All trees within the forested unit will be considered for removal. For leave-tree, and other thinning specifications, see section 2.2.4 – 2.2.13.

2.2.2 Unit Boundaries/Structures

Stand thinning unit boundaries are flagged with red/pink flagging except where bounded by a road or an open meadow. It is expected that the Contractor can also follow georeferenced pdf maps to determine unit boundaries. Work shall only be conducted within flagged areas.

2.2.3 Skips/Special Consideration

Within the project unit, approximately **8.2** total acres will be excluded from treatment to support the development of a denser wildlife corridor. Areas identified as sensitive wildlife habitat, high concentrations of first food plant species, and designated cultural resource sites will be clearly marked with blue flagging. These exclusion zones, referred to as "skips," are typically less than one-quarter acre in size and must not be entered or disturbed during thinning operations. Skips will be excluded from residual density calculations during inspection.

Special conditions in large patches of huckleberry

In locations where huckleberry patches exceed 1/20 of an acre (approximately a 26.3-foot radius), all trees with a DBH of less than 10 inches shall be removed from within the patch. These operations must be conducted without the use of heavy machinery inside the huckleberry patches to prevent soil disturbance and protect plant integrity. Coordination with CTUIR forestry staff is required during these activities to ensure compliance with ecological and cultural resource protection standards.

2.2.4 Desired Stand Structure

The post-thinning structure of the stand will resemble that of a low to medium intensity surface fire, where more fire-resistant conifers remain in **tree groups** in an uneven / clumpy distribution (see **Attachment B** - an overhead depiction of post thinning stand structure).

- **Tree groups** are defined as 1 to 15 trees spaced closer than the ***average spacing distance*** of a specific unit (e.g., 15' x 15', 17', 17', etc., depending on stand.). In other words, tree groups will have individual trees that are closer than the desired average spacing, but the average will be achieved after factoring in tree groups and canopy openings together. The stand structure and current species present within a particular portion of a stand will help guide clump size and distribution. (Example: in areas of high abundances of smaller grand fir, the end result will be fairly open. Conversely, when many

quality leave trees exist, the end result will have considerably more trees than the average spacing suggests.)

- The table below outlines desired group densities and proportions. Attachment B further illustrates desired post-thinning structure.

Group Size	Number of trees	Desired Proportions
Small	1-5	.30 (30%)
Medium	6-10	.40 (40%)
Large	11-15	.30 (30%)

2.2.5 Desirable Qualities of leave trees

Trees that are retained shall generally be those of the tallest height, largest crown (in dominant & co-dominant crown positions), and straightest stems without forking that are free of damage due to insects (both defoliating insects and bark beetles), disease, physical, or mechanical causes. Trees with wildlife platforms/boxes, survey tags, or other unique attributes shall be retained regardless of health.

Contractor shall select leave trees in the following priorities:

1) Undamaged from physical or biotic agents
2) Dominant or co-dominant crown canopy position (height)
3) Good vigor, as evidenced by dark green coloration and good leader, strong internodal growth, and greater than 40% live crown ratio
4) Straight bole, including a single, straight, live, undamaged leader
5) Species preferences (see section 2.2. below)
6) Free of insects, disease (i.e. foliar damage, pitch tubes, chlorosis)

The precommercial sized trees that are retained should be the largest and healthiest trees of the most desired species available within that site.

2.2.6 Species preference of leave trees

Species preference of leave trees for all units is as follows:

- quaking aspen (most desirable)
- western white pine
- western larch
- ponderosa pine
- Douglas-fir
- Engelmann spruce
- lodgepole pine
- grand fir (least desirable)

2.2.7 Size limitation of cut trees

No trees over 10 inches DBH shall be cut in this operation.

2.2.8 Ladder Fuels

All trees less than 10” DBH that fall under the canopy of trees >16” DBH shall be thinned, unless doing so would result in damage to bole of overstory tree.

2.2.9 Stump Grinding

Stumps shall be ground as close to the soil surface as possible and shall not exceed 4” from the soil surface or highest obstacle (i.e. rocks). All stumps shall be ground below the lowest live limb.

2.2.10 Mulch Spreading

Mulch/slash shall be scattered and mulched into fine material, suitable to decompose within 2 - 3 years following thinning. **Areas of densely compacted mulch should not exceed 2” in depth.** An overly thick or compacted layer of mulched material reduces the ability for stands to regenerate and increases tree mortality during fire events.

When treetops are felled with masticator because of height operability limits of the equipment, the remaining pieces of slash shall be masticated. Slash shall not exceed 24” above the soil surface.

2.2.11 Care around leave trees

Care must be taken to limit the amount of damage to leave-trees by debris thrown from masticator.

Care must be taken to avoid damaging leave trees with the masticating equipment boom, tracks, counterweight, and cutting head. Excessive residual stand damage caused by purchaser negligence could result in fines (as outlined in Section 2.5.4, below).

2.2.12 Selection of Trees for Removal for Stand Improvement

Treatment within the stand will be at Contractors’ discretion and will select trees for stand improvement using the following criteria found below. Trees selected for removal would be for improvement of dynamics and to reduce future health effects to the stand.

The Contractor will need to select trees that meet the following criteria:

1) Damage from physical or biotic agents (i.e. mechanical, diseases, and bugs)
2) Trees forked above and/or below DBH
3) Multi-topped, dead topped, or broken topped
4) Overtopped or suppressed trees
5) Trees with crowns less than 40% live crown
6) Poor form with large crooks, sweeps or leans that would affect future wood products.

No hardwood trees or shrubs, except invasive wild rose, are required to be thinned. (See section 2.3).

2.2.13 Woody Debris

The Contractor shall mechanically thin, masticate and scatter both natural fuels and actively generated fuels so that the resulting fuel bed is no greater than 24” inches in depth with an average piece size of 18” inches. Generally, trees will be masticated from top to bottom.

Dense accumulation of slash along the road prism shall be scattered, swept, or blown off the road as so not to inhibit vehicle use.

2.2.14 Thinning Unit Specifications

Table 1: Summary of Thinning Unit specifications. Thinning unit corresponds to a single stand type and thinning specification. Three stands exist on this project and will be thinned to the same specification

Unit	Contract Area (acres)	Stand #	Plant Assoc.	Current TPA	Desired Residual TPA	Desired Residual BA
1	55.0	429	ABGR/VASC-LIBO2	1450	1048	~ 90 ft²/ac
1	7.2	1188	ABGR/LIBO2	2300	1157	~ 65 ft²/ac
1	23.3	1082	PIPO/CAGE	950	453	~ 20 ft²/ac
Total	87.5	All	-	1567	1028	60-90 ft²/ac

Total Acreage to be treated: 87.5

Desired residual TPA and BA are intended as stocking targets rather than exact uniform spacing requirements. Contractors shall retain healthy, vigorous, well-formed trees and arrange residual trees in a variable-density pattern that maintains groups, openings, and irregular spacing consistent with the desired stand structure. Trees should be left in groups that mimic stand structure following natural disturbance patterns. This is described in Section 2.2.4 and illustrated in Attachment B.

2.3 Operations/Protection of the Resource

2.3.1 Operations

Operations shall not occur on weekends or federally recognized holidays: Martin Luther King Jr. Day, Independence Day, Veterans Day, Christmas Day, Presidents Day, Labor Day, New Years Day, Memorial Day, Columbus Day or Thanksgiving Day or outside the hours of 0200-1800 daily. Unless given permission from CTUIR Forestry staff.

2.3.2 Seasonal Restrictions

The contractor will take precautions against producing excess rutting, up to 12 inches in depth, in and around residual timber. Over compaction of the soil or damaging the root system could lead to stress and tree mortality.

Winter operations shall be conducted on six (6) inches of frozen ground, four (4) inches of frozen ground and one (1) foot of snow, two (2) feet of snow, one (1) foot of slash and one (1) foot of snow, or under soil moisture conditions acceptable for minimizing rutting.

2.3.3 Fire Precautions

When Industrial Fire Precautions Levels (IFPL) are 1 or higher, unless authorized by CTUIR Forestry staff, Contractor shall take all reasonable and practicable action to prevent fires from Contractor Operations by, at minimum, following the ODF Fire Season Requirement. During legally declared fire season, the Contractor shall supply and maintain in good and serviceable condition wildland firefighting tools and equipment. This includes hand tools for each worker, fire extinguisher on each vehicle/machine, and a portable water supply (>300-gallon capacity) with pump and nozzle capable of discharging 20 gallons per minute at 115psi. The pump must be maintained and ready to operate, and capable of delivering water to work area within 10 minutes.

Contractor shall restrict operations in accordance with the IFPL found on the Blue Mountain Interagency Dispatch Center (BMIDC) website. Blue Mountain Interagency Dispatch Center (bmidc.org).

3. COMPLIANCE INSPECTION AND PAYMENT

3.1 Inspection

CTUIR Forestry staff will conduct walkthroughs of thinning and slash treatments on an ongoing basis. CTUIR inspectors will provide feedback to the crew leader and it is required that on-site crew leader is able to understand and communicate in the English language and is receptive and responsive to feedback.

The contractor shall inform CTUIR inspector(s) as units are complete and ready for final inspection. The CTUIR inspector will monitor and document work quality using the following inspection protocol (An example inspection card for a unit is provided on the following page):

Inspections for payment will be conducted on a per unit basis and no units shall be combined.

Each unit will contain a set of plots, randomly selected using GIS. Plot size will be 1/20 acre (radius of 26.3 feet) and there will be at least five plots for each unit.

There are 6 thinning specifications and 4 slash treatment specifications which follow from the technical specifications listed in this RFP. Each specification will be scored from 1-10, (1 meaning specification was not followed and 10 meaning specification was completely followed).

For each plot, all of the applicable specifications will be evauluated. Should a specification not apply to a particular plot, an N/A score will be given. After all of the plots within a unit have been evaluated, an average plot score will be calculated for each specification.

Additionally, the inspector will take notes on each specification while walking between units or along the perimeter of the unit on how the specifications are generally met across the unit.

The average plot score will be added together for each criteria to achieve a Total Specification score from 1-10. All Total Specification scores from a unit will be added to achieve a Total Unit Quality % score up to 100%.

CTUIR Inspection Sheet

Inspector(s):

Project Name: **Two Corners**

Date:

Unit #:

Plot Size : **1 / 20th Acre (26.33' circle)**

	Plot										Total
	1	2	3	4	5	6	7	8	9	10	Plot AVG
Thinning Specification											
Residual stocking is within the specified target range, with variable-density spacing maintained.											
Leave trees are the most healthy trees of the preferred species											
Leave tree boles are not damaged (i.e. bark removed)											
Stump heights are <4" from the ground or natural obstacles											
Average basal area of leave trees is appropriate for site (60-90 BA)											
All ladder fuels are appropriately treated											
Notes											
Slash Treatment											
Slash piles/accumulations do not exceed 24 inches in depth when measured from the ground surface.											
Slash is correctly treated (if >3" diameter, piece lengths 18" or less & scattered)											
Areas of densely compacted mulch do not exceed 2" in depth											
Slash is appropriately placed in relation to leave trees (not directly against bole/branches)											
Notes											
Total Specification Score (1-100)											
Total Unit Quality % (divide total spec. score by 100)											

For each plot/unit, scores are from 1-10.

1- plot/unit not treated

2 or 3- plot/unit specification violated excessively

4 or 5- plot/unit partially treated or specification generally violated

6 or 7- plot/unit mostly treated or specification violated in several

8 or 9- plot/unit fully treated but one (9) or a few (8) instances of specification violation

10- plot/unit fully treated; specification fully followed

N/A - Plot/Unit not scored on this metric, not enough treatment of this type to evaluate (e.g. all trees in a plot are over 9")

Score Calculation: For each specification, All plots that are not N/A will be averaged. The averaged scores of all thinning specifications will be added together to calculate a Total Specification score of 1-100. All Specification scores will be added to achieve a TOTAL Unit Quality % (up to 100%). Scores below 90% will be subject to partial payment, or non-payment if not remediated as described in contract.

3.2 Payment

Payment will be calculated per unit. A quality percent of 90% or greater will result in full payment for the respective unit. A quality percent between 75% and 90% will result in that amount of payment (i.e. a quality inspection result of 86% will result in 86% payment for that unit). A quality percent less than 75% will result in zero payment for that unit. Fractions of a percent will be rounded up to the next whole percent.

Units may be reworked, at the discretion of the contractor, to increase the quality %.

Payment will be processed within 2 weeks of a unit being completed and inspected.

4 Penalties

4.1. Penalty Deposit

A TERO fee will be collected prior to implementation of the contract, this fee amounts to 4% or 3% of the total contract bid (See Schedule B below). The TERO fee will be reimbursed following successful completion of all units in the project. Any applicable penalty fees will be deducted from this TERO reimbursement. In that sense it is held as a penalty deposit. Penalties for non completion of units and/or deductions for less than 90% quality of a completed unit will be deducted from the unit reimbursement

4.2 Penalty for Excessive Quality Inspections

A penalty of $100 per inspection plot or $300 for an entire unit and its inspection plots will be assessed after an inspection plot and/or unit is re-inspected more than once.

4.3 Penalty for Not Completing Units

A penalty will be assessed for any units not completed by October 29th, 2027. The penalty will be nonpayment for the unit and forfeit of TERO Tax reimbursement (see section 6 below, and schedule B).

4.4 Penalty for Litter

Litter and any refuse shall not be left on site. After one warning by Tribal forestry staff, a penalty of $100 will be assessed for each time litter is left by the Contractor.

4.5 Penalty for Severe Damage to Leave Trees

Severe damage to trees will be defined as an area of bark removed from the bole greater than or equal to 50 square inches through carelessness or negligence. If residual timber is damaged to the extent that, in the opinion of the Officer in Charge, it will constitute a stand health hazard, the Purchaser may be required to pay $100 for each instance of a severely injured or damaged leave tree.

5 Cultural Resources

Cultural resources are an important part of tribal lifeways and should not be moved or disturbed in any way during this operation. If any cultural resouces are removed or damaged during the operation of this project the contract may be terminated and legal action will be pursued. Some examples of cultural resources are: deer and elk shed antlers, mushrooms, berries, arrowhead projectiles, boundary corner posts, and gravesites.

If in connection with operations under this contract the contractor becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistoric ruins, graves or grave markers, fossils or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and notify CTUIR Forestry staff of his findings. Operations may resume at the discovery site upon receipt of written notice from the CTUIR staff.

6 Tribal Employment Rights Office (TERO) Code

All vegetation clearing, digging, soil preparing, logging or tree-thinning, reforestation and revegetation activities, environmental and habitat restoration, and mitigation activities on CTUIR lands are required to follow the TERO code. The TERO code can be found at ADVISORY COMMITTEE CODE or CTUIR - TERO

Prior to commencing work –

- A TERO Compliance Agreement (Section 6.02 of TERO Code) will need to be negotiated for this project prior to the start of operation. TERO compliance agreements shall include: Hiring Goals, Wage Rates, Reporting Requirements, Compliance Tax Rate, Business Directory, Indian sub-contracting hiring goals, and on-the-job training for American Indians
- TERO Tax will need to be paid in full prior to initiating any work
- Prime/General Contractor and all subcontractors must have compliance agreements signed by TERO prior to work commencing

It is required that you contact TERO prior to submitting a proposal for assistance with the requirements of the compliance agreement as they relate to this project. TERO can be reached at: ph. 541-429-7193 or terostaff@ctuir.org.

7. Potential Hazards

The contractor assumes responsibility for any hazards encountered during the execution of this contract and is solely responsible for the safety of their work crew(s). Poisonous snakes, hornets, loose ground, lightning, fire, electrical lines, fences and abandonded fence material are just a few examples of what can be encountered.

Part III – Proposal Requirements

For the purpose of this RFP, each interested Contractor will submit a proposal package to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Natural Resources, Range, Ag, and Forestry Program that includes the following sections:

I) Cover letter
II) Firm summary
III) Firm qualifications and experience
IV) Dedicated resources/proposed work plan
V) Project schedule and itemized cost
VI) References

1. COVER LETTER
A cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all of the terms and conditions contained in the RFP.

2. FIRM SUMMARY
The Contractor will provide general information regarding their particular firm. This should include information about the company size, location, contracting experience within the region, areas of expertise, and types of services.

3. FIRM QUALIFICATIONS AND EXPERIENCE
The proposal will list the qualifications and relevant project experience of the Contractor and each team member in relationship to completing projects of similar nature and size.

4. DEDICATED RESOURCES/PROPOSED WORK PLAN
This section will outline the contractor's dedicated resources toward the project (including both personnel and equipment.) Provide a plan/timeline including an expected rate of completion and anticipated start and end dates (must fall within operational season of the project).

5. COMPLETED BID FORM (SCHEDULE B)
Schedule B is provided below.

6. REFERENCES
References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

Part IV – Selection Criteria

Proposal selection will be completed through a quality-based selection process (QGS) by a review team. A score of 0-9 will be given to each of the following selection criteria to evaluate the content of the written proposals:

1) **Plan/timeline for completing thinning units**
   (20% weight given to this criteria)

2) **Project dedicated resources/equipment and crew members**
   (15% weight given to this criteria)

3) **Quoted price for completing thinning treatment: Please provide this information on Schedule B of this Document**
   (40% weight given to this criteria)

4) **References / qualifications, including record of previous experience and employer references from similar projects**
   (20% weight given to this criteria)

5) **Completeness and professionalism of proposal**
   (5% weight given to this criteria)

Two additional points will be given for each of the following: Indian-owned business, veteran- owned business, or woman-owned business. More than 50% of the business must be owned by these groups and proof of ownership will be necessary prior to contracting.

PART V -
SCHEDULE B: Project Budget
Two Corners Precommercial Thinning - 2027

SCHEDULE OF ITEMS						
ITEM NUMBER	THINNING UNIT	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
001	429, 1188, 1082	Precommercial Thinning: Mastication	87.5	ACRES	$_____	$_____
				ACRES	$_____	$_____
				ACRES	$_____	$_____
	ALL	**Sub-total**		**ACRES**		$
	N/A	TERO TAX*	N/A	N/A	__%*	$
		TOTAL				$

Name of Firm: _____

Address: _____

_____

_____

Phone Number: _____

By: _____
(signature)

Title: _____

Price Valid for _____ days

***TERO Tax-**

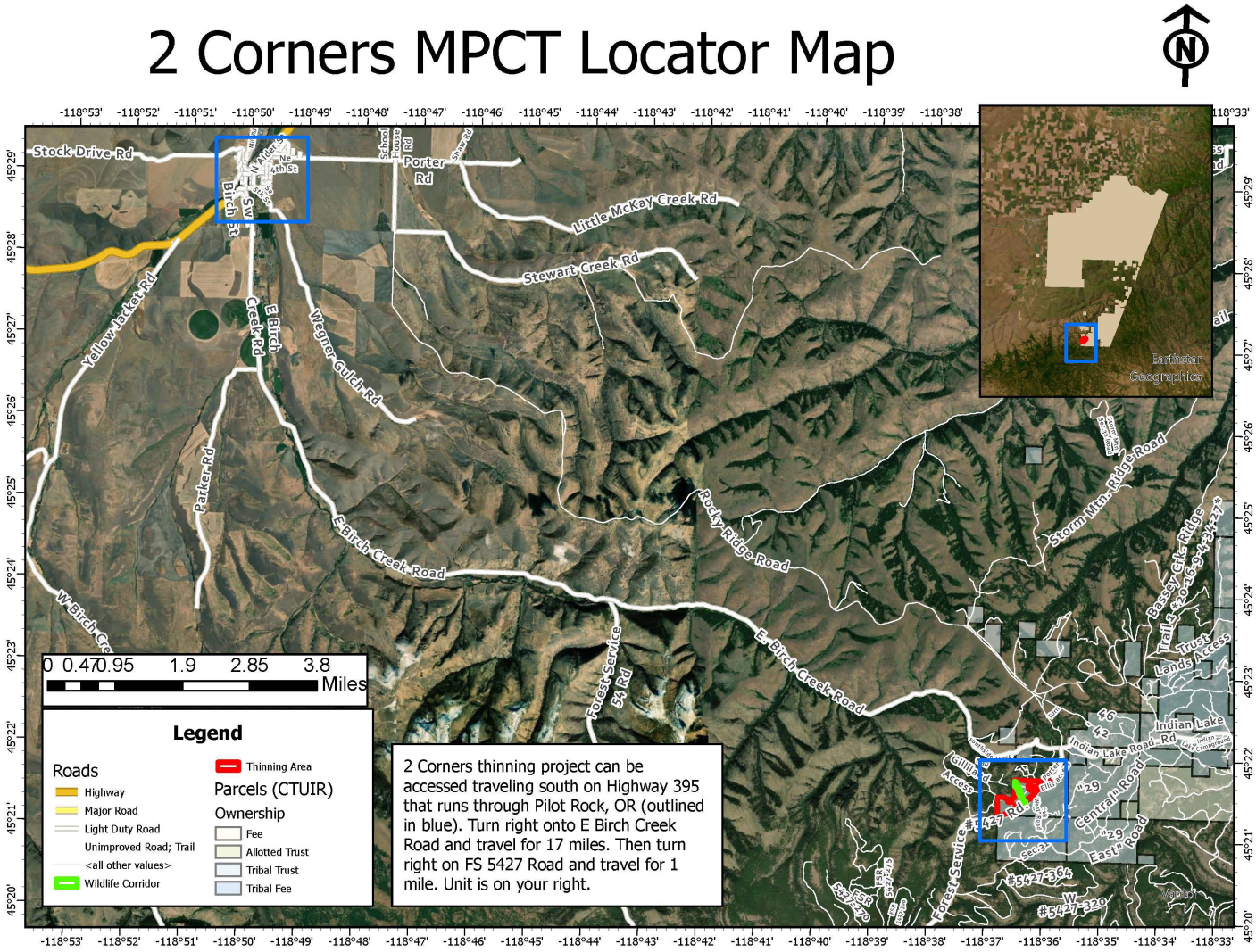
Please Review Part II Section 6 in this RFP regarding TERO and contact their office directly for guidance on the TERO compliance document and tax. Any up front tax rates, if applicable, are the responsibility of the contractor and should be factored into the bid rates for the project items. The TERO Tax will be reimbursed by DNR-RAF as an invoice line item on final invoice upon successful completion of project.

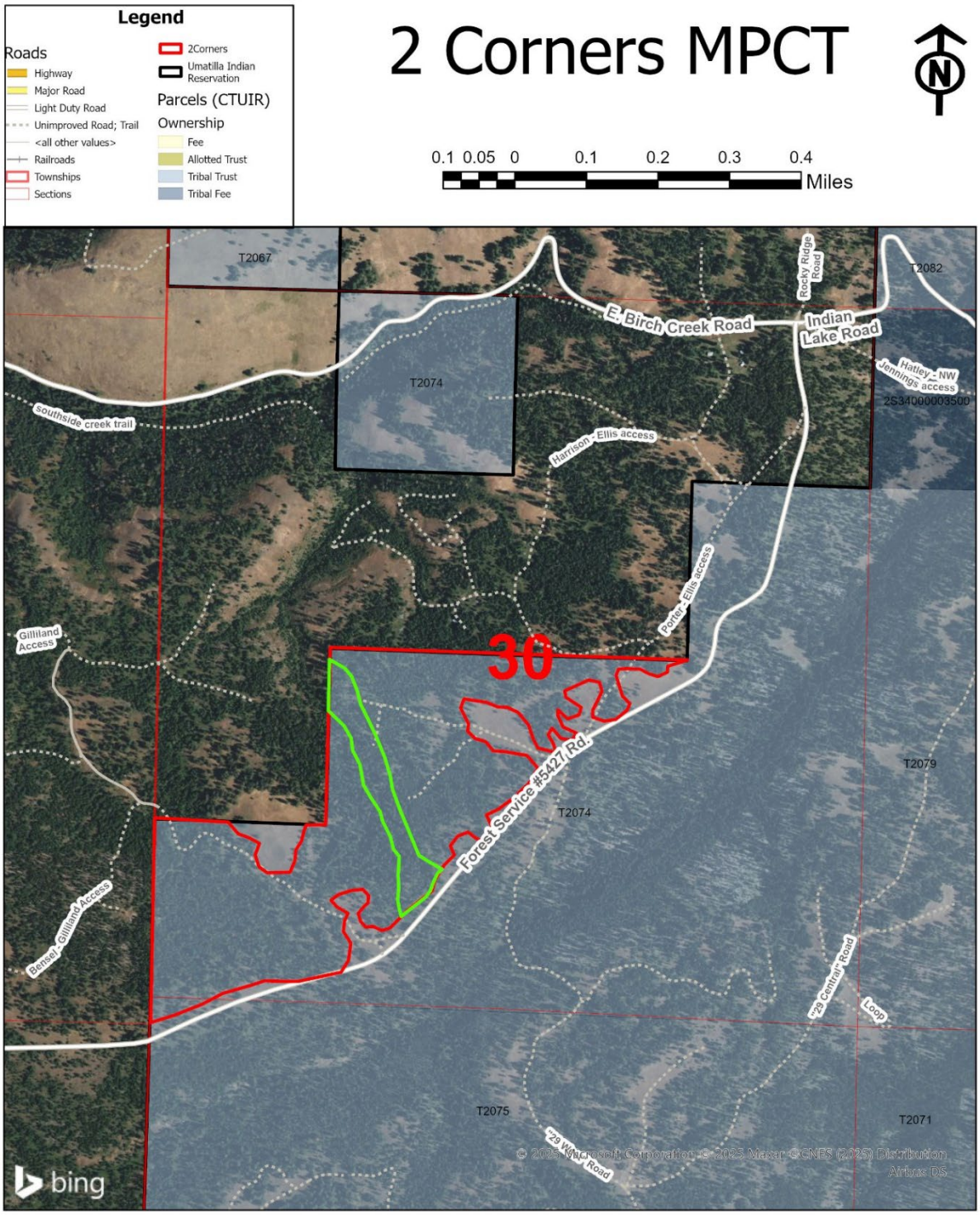
Section 6.03 of the Tribal Employment Rights Office Code, As Amended through Resolution No. 17-053 (July 17, 2017) outlines the following tax rates based on the project costs:

$0 - 24,999	n/a
$25,000 - $99,999	4%
$100,000 - $999,999	3%

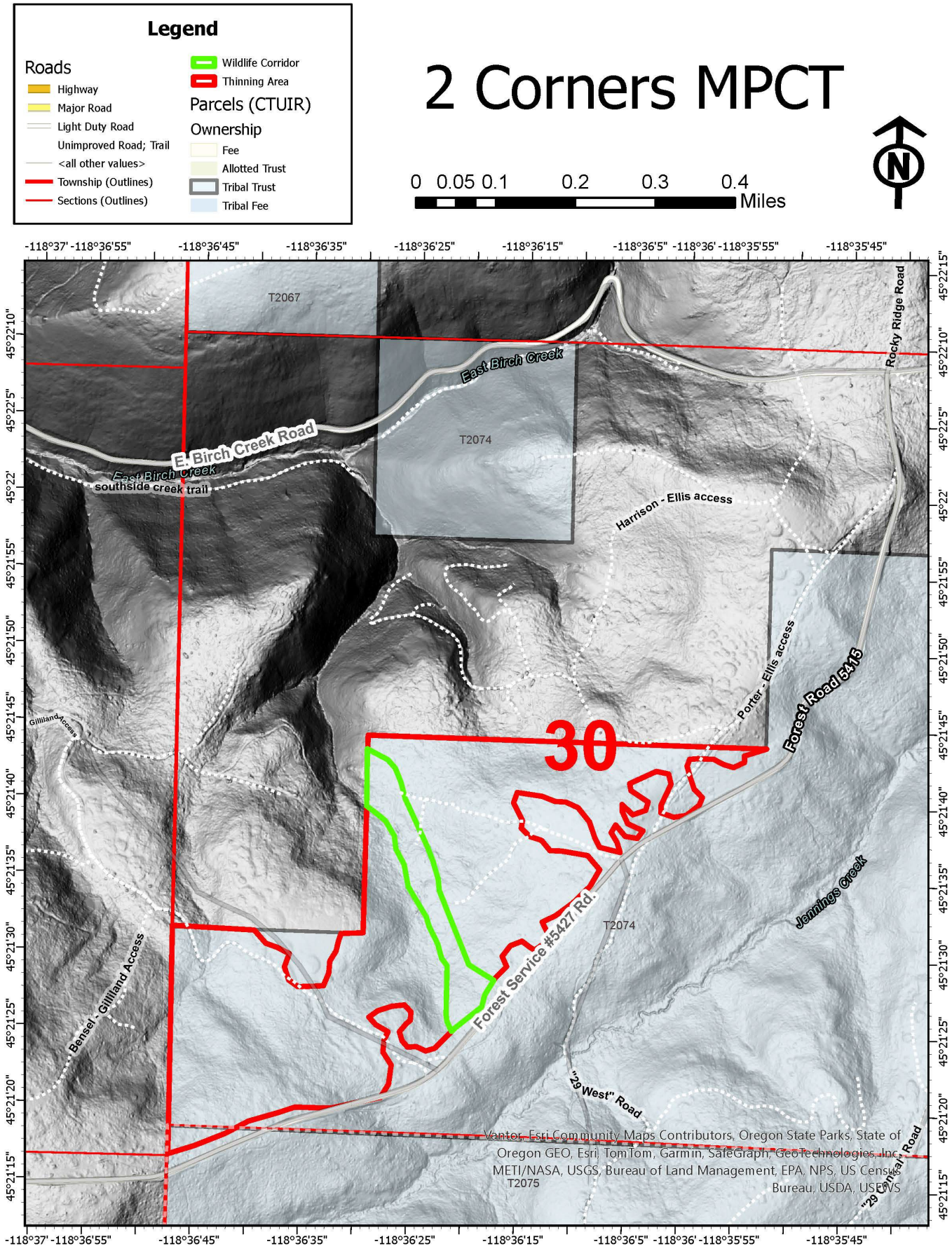
PART VI – Appendices

Appendix A: Maps





2 South, Range 34 East, Sec. 30

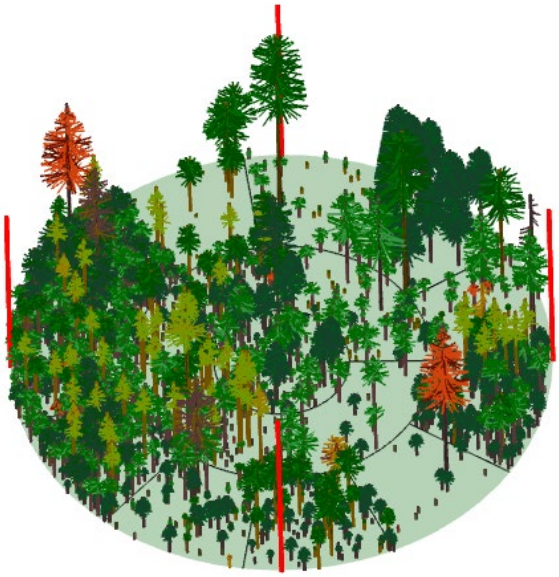


2 South, Range 34 East, Sec. 30

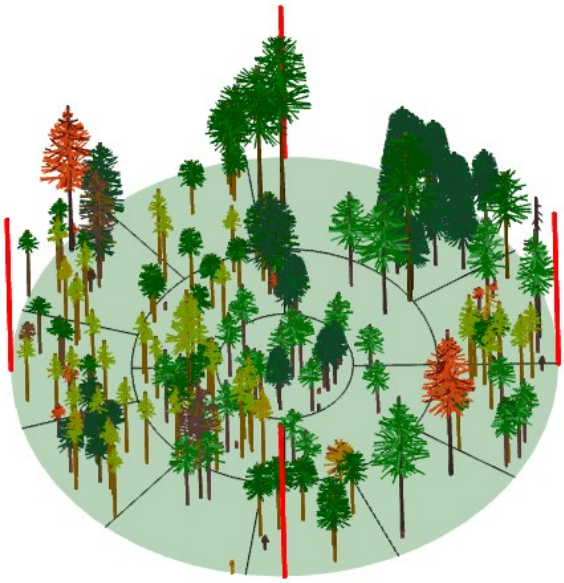
Appendix B: Diagram showing desired post-thin stand structure.

An example stand in which leave trees are left in small, medium, and large groupings. The within-group spacing is closer than the target average spacing, but across the whole stand the target average spacing is met.

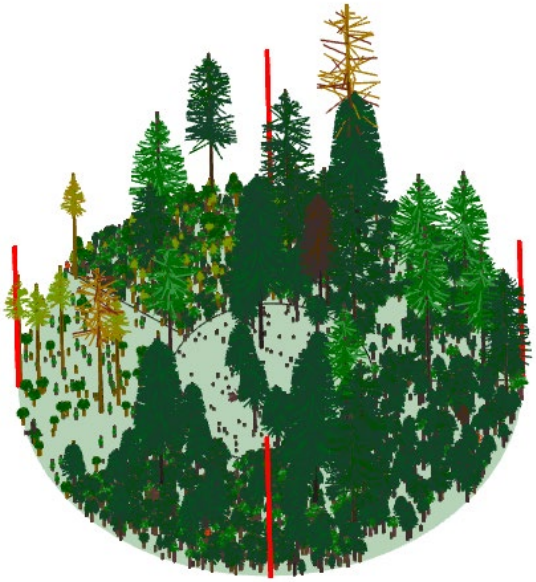
Stand 429
Before MPCT



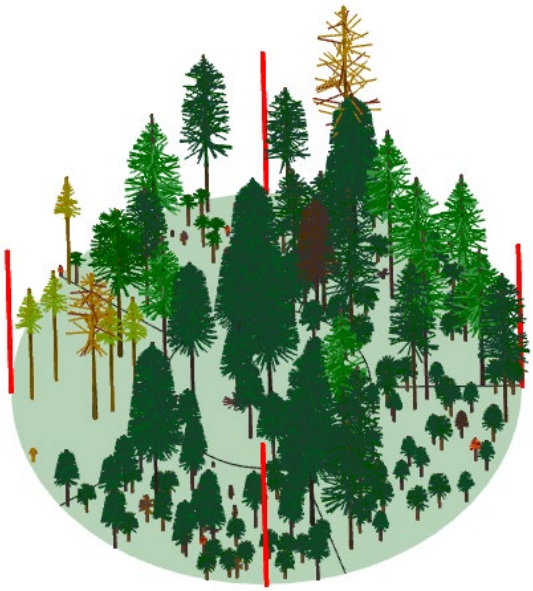
After MPCT



Stand 1188
Before MPCT



After MPCT



Appendix C:

Illustrations of acceptable equipment for this project. The top image is an excavator using a drum style masticator and the lower image is a tracked harvester using a rotary style masticator head.



