

Request for Proposals (RFP)

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

Hansell Plantation Thinning - 2024

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

Technical Contacts:

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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:	November 28, 2024 (3:00pm)
Tentative Award Selection (est.):	December 05, 2024
Contract Award (est.):	December 19, 2024
Project Initiation:	June 01, 2025 (Weather and soil moisture dependent)
Project Completion:	October 31, 2027

Part I – General Information and RFP Process

Hansell Plantation Thinning -2024

1. Project Purpose and Location

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is seeking proposals for pre-commercial mechanical mastication/thinning of 139.65 acres of tribal forestland, to be completed by Fall of 2026. This request describes a plantation thinning and associated slash treatment in unit 75 within forested portion of the Umatilla Indian Reservation, South of the town of Athena and East of the Eagle Creek and Hansell Rd junction at the decimal degree of 45.731840, -118.413845. The area is approximately 18.65 air miles (23.2 road miles) ENE of Pendleton, Oregon.

The thinning units are located on portions of the Reservation with the legal description of: T3N, R35E: Section 23 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 (2.1.5 & 7), to create a more natural looking stand.

Secondary objective of this project is to reduce the population of invasive wild rose within the stand. Many patches have been identified for removal within the unit. Wild rose utilizes valuable resources and creates a large, dense and unappealing thorn bush. Mastication of invasive wild rose during pre-commercial thinning operations will allow for native and desirable species to occupy the space. After mastication a follow-up herbicide application of triclopyr should be applied to resprouted vegetation.

All attached maps can be provided in a georeferenced PDF format upon email request to nicholaspeckham@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 in June of 2025; the exact date will be negotiable. Regardless of start date, the project must be completed by **October 31, 2027**

1.4 Closing Date for Submission

The closing date for submission will be **November 28, 2024, 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: nicholaspeckham@ctuir.org

Confederated Tribes of the Umatilla Indian Reservation

DNR Range, Ag & Forestry Program

Attention: RaeAnn Oatman

46411 Timine Way

Pendleton, Oregon 97801

The outer email subject line or envelope should clearly read **“Hansell Plantation Thinning - 2024 – 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 the 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 nicholaspeckham@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: nicholaspeckham@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 shows representative photos of existing stand conditions in the project area.

Appendix C Acceptable equipment illustrations

Appendix D Invasive Rose Identification

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 139.65 acres of tribally owned forestland, to be completed by October 31, 2026. This request describes a plantation thinning treatment on a singular unit within forested portion of the Umatilla Indian Reservation, South of the town of Athena and East of the Eagle Creek and Hansell Rd junction at the decimal degree of 45.731840, -118.413845. The area is approximately 18.65 air miles (23.2 road miles) ENE of Pendleton, Oregon.

The thinning unit is located on portions of the Reservation with the legal description of: T3N, R35E: Section 23 of the Willamette Meridian in Umatilla County. Unit 75 location 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 treatment and will be performed by mechanical treatment preferably with a vertical shaft drum masticating head. Operations shall only occur on dry, frozen or snow-covered ground conditions.

There are two (2) skips located on the Eastern portion, as seen in attached unit map (Attachment A). The skips in total are 23.94 acres of the total area leaving 139.65 acres treatable. It is important to note that the skips are not “No Treatment Areas”. It was determined that this area be buffered out for wildlife and aesthetic reasons.

Currently the stand has an average Basal Area (BA) of 60 sq. ft., 179 Trees Per Acre (TPA), 7.84 inch Quadratic Mean Diameter (QMD) and 116.33 Stand Density Index (SDI). The stand’s evaluated plant association grouping is ponderosa/bluebunch wheatgrass (PIPO/AGSP). According to the 2024 Powell stocking guidelines, the current stand conditions are beyond upper suggested limits and should be decreased to promote stand health, vigor and resiliency. Suggested action is to remove 33 percent of stand density to allow for improved stand dynamics. Decreasing the stand density will leave the stand closer to Powell suggested lower limit range. Desired specifications can be found in section 2.2.4.

Invasive wild rose has been identified throughout the unit. This invasive species crowds out native/desirable species and decreases the available habitat. Having the Contractor masticate larger wild rose bushes, followed up by tricopyr herbicide application, will allow for desirable and native species to establish. Desired specifications can be found in Section 2.3.1 and plant identification can be found in Appendix D.

The stand is of moderate priority for thinning at its current age of 20 years and stand densities reaching the maximum limits. Ultimately, the priority is to maintain a stand of healthy and vigorous trees, while reducing the risk of density dependent mortality or stand replacing fire.

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, better align it with 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 skidsteer. 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 specification, see section 2.2.5 & 7.

2.2.2 Unit Boundaries/Structures

Stand thinning unit boundaries are flagged with 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 unit there are two (2) stock ponds and one (1) drainage that feeds the southernmost stock pond. The ponds have a 150ft skip buffer and the drainage has 100ft skip buffer and will be marked with **blue flagging**. The skip fragments the unit in two, but skips can be passed through, and drainage can easily be crossed perpendicular to cutting. While passing through skips Contractor is only allowed to cut trees that directly inhibit crossing into the southeastern portion.

2.2.4 Desired Basal Area/Average spacing of leave trees

The desired BA of the unit is 40 sq ft/acre with an average of 19.5ftx19.5ft spacing. Average spacing can vary depending on tree size and stand density. Some portions of the unit's trees have been suppressed due to site conditions leaving small or scattered pockets of trees. Patches of trees can be retained provided no two trees also meet the below (2.2.5) specifications.

2.2.5 Leave-tree Specifications

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 Care Around Leave Trees

Care must be taken to limit the amount of damage to leave-trees by debris thrown from masticator. Care must also be taken to avoid damaging leave trees with the mastication equipment such as the Boom, tracks, counterweight and cutting head.

Excessive residual stand damage caused by Contractors' negligence could result in inspection failure or fines (as outlined in Section 3 & 4, below).

2.2.7 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 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).

2.2.8 Stump Heights

Trees shall be completely severed from the stump on a horizontal plane. Stump height shall not exceed 4 inches above ground level or 4 inches above natural obstacles (rocks, existing down woody debris, etc.). All stumps shall be ground below the lowest live limb.

2.2.9 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.

The woody debris shall be fine enough material, suitable to decompose within 2-3 years following thinning. **Areas of densely compacted mulch should no exceed 2 inches in depth.** An overly thick or compacted layer of mulched material reduces the ability for stands to regenerate and also increase tree mortality during fire events.

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

2.3 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

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) is 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 \(bmidc.org\)](http://bmidc.org).

2.4 Projects

2.4.1 Invasive/Noxious Weed Mastication

While moving within the unit, the Contractor will masticate any invasive wild rose bushes. These bushes can be identified by their large shrub-like appearance and aggressive thorn structure. There are small patches of Native rose found within the stand and should be avoided. For assistance in plant identification photos and descriptions can be found in Appendix D.

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 1-5, (1 meaning specification was not followed and 5 meaning specification was completely followed),

For each plot, all of the applicable specifications will be evaluated. 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. This will be the basis of an additional unitwide score for each criteria (from 1-5).

The average plot and unit walkthrough 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 TSI Inspection Sheet									
Inspector(s):						Date:			
Project Name:	Burns TSI 2020				Unit #:				
				Plot Size :	1 / 20th Acre (26.33' circle)				
	Plot								Total
	1	2	3	4	5	Plot AVG	Unit Walkthrough	Total Spec Score	
Thinning Specification									
Average leave tree spacing is appropriate for site (averaging 15' x 15' in pockets of precommercial size trees)	4	5	N/A no trees present	3 - 15 leave trees in 1/20th plot, should be ~10	N/A No cut trees, all over 8"	12/3 = 4	4 - Mostly good spacing. A little too dense leave	<u>8</u>	
Leave trees are the most healthy trees of the preferred species	5	4 - a few good PP cut and DF left. Leave Larch	N/A no trees present	2 a lot of GF left behind	N/A No cut trees, all over 8"	11/3 = 2.7	3 - across the unit a lot of GF left and good PP and	<u>5.7</u>	
All ladder fuels are appropriately treated	1 - none of the lower limbs or shrub ladder fuels	4 - Most trees had lower limbs and shrubs pruned	N/A no trees present	5	5 - all overstory trees had shrubs and	15/4 = 3.8	4 - mostly appropriate ladder fuel treatment	<u>7.8</u>	
Pruning cuts are appropriate (if applicable)	n/a	5 - pruning cuts good	N/A	4 - some pruning cuts dinged bark	3- pruning cuts on limbs nicked bark or left too much	12/3 = 4	4 - mostly good pruning cuts	<u>8</u>	
Stump heights are <6" from the ground or <4" from natural obstacle	5	5	n/a	3 - several stumps over 6" from ground	5	18/4 = 4.5	4 some areas of high stumps	<u>8.5</u>	
All precommercial trees/limbs threatening boundaries or structures are treated	N/A - Spec applies to unit as a whole. Double Unit score for calculation					n/a	5- all limbs, and precommercial trees within	<u>10</u>	
Slash Treatment									
Slash depths are less than 24" high; For pile units - Pile shape and size is to specifications	5	3 - Slash depths over 2' in many places	n/a	4 - slash depth in one instance too high.	5	17/4 = 4.25	4 - generally good slash depths, a few areas too high	<u>8.25</u>	
Pine slash is correctly treated (if >3" diameter, cut into 3' lengths and scatter in open)	n/a no pine slash	2 - large pine pieces cut but not bucked	n/a	5 - Pine slash appropriately treated	N/A	7/2=3.5	3 - large diameter pine slash not consistently	<u>6.5</u>	
Slash/pile is appropriately placed in relation to roads/man made objects/creeks	N/A - Spec applies to unit as a whole. Double Unit score for calculation					n/a	4 - Slash generally pulled back. Some places	<u>8</u>	
Slash/pile is appropriately placed in relation to leave trees/retained snags	5	2 - slash not at all pulled back from leave trees	n/a	5	5	17/4 = 4.25	4 - Slash pullback generally good, some	<u>8.25</u>	
Total Unit Quality % (out of 100)								<u>79</u>	
Notes on Scoring:									
For each plot/unit, scores are from 1-5.						Score Calculation: For each specification, All plots that are not N/A will be averaged. This score will be added to Unit walkthrough score for that specification to calculate a Total Specification score of 1-10. 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.			
1- plot/unit not treated or specification violated excessively									
2- plot/unit partially treated or specification generally violated									
3- plot/unit mostly treated or specification violated in several instances									
4- plot/unit fully treated but one or a few instances of specification									
5- 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 8")									

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 September 13th, 2024. 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 resources 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 <http://ctuir.org/tribal-employment-rights-office-code>.

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 abandoned 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
Hansell Plantation Mechanical Thinning - 2024**

SCHEDULE OF ITEMS						
ITEM NUMBER	THINNING UNIT	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
001	75	Precommercial Thinning: Mastication	139.65	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 7 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%

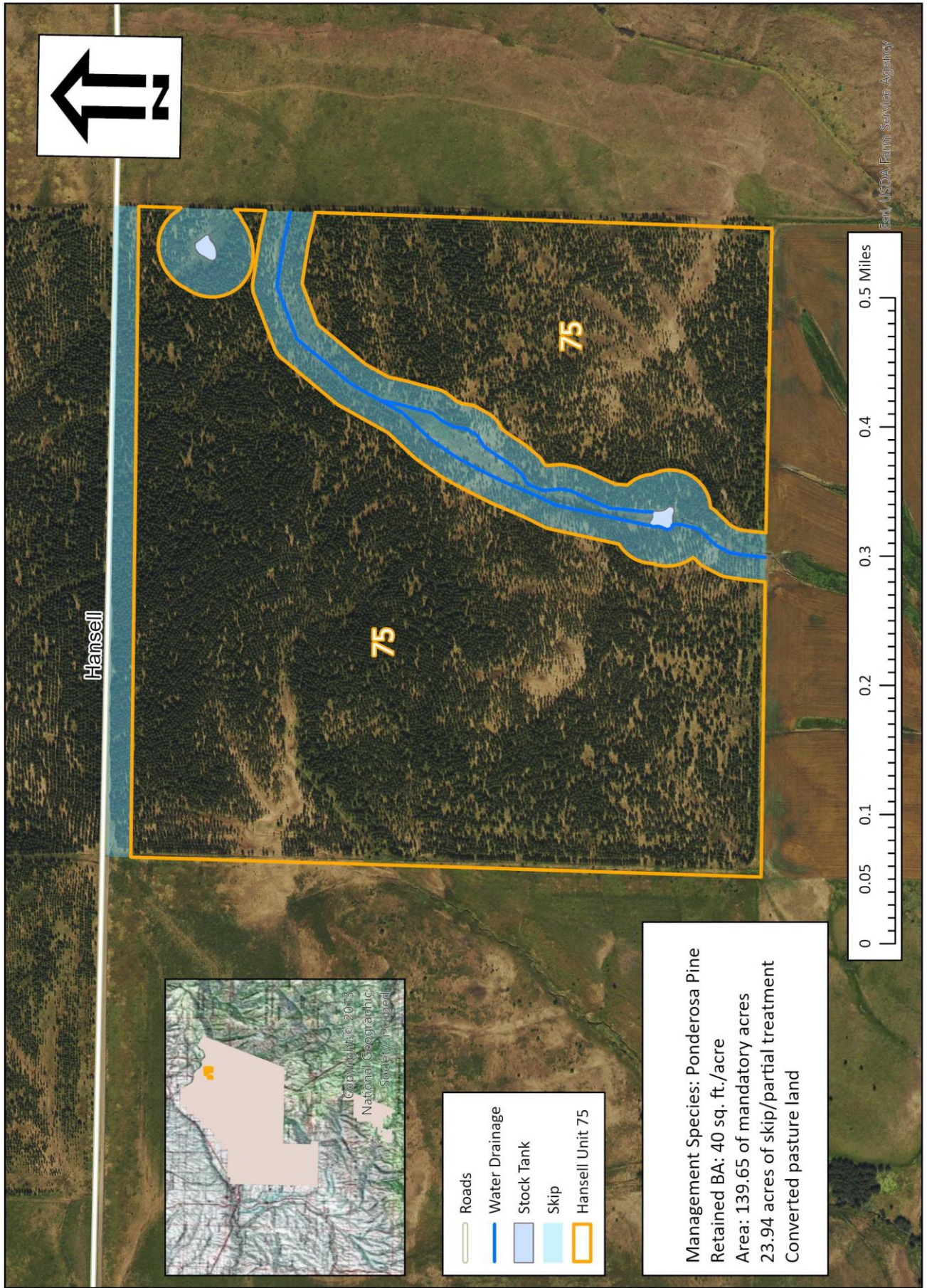
PART VI – Appendices

Appendix A: Maps

Hansell Plantation Non-Commercial Mastication Thinning
Locator Map

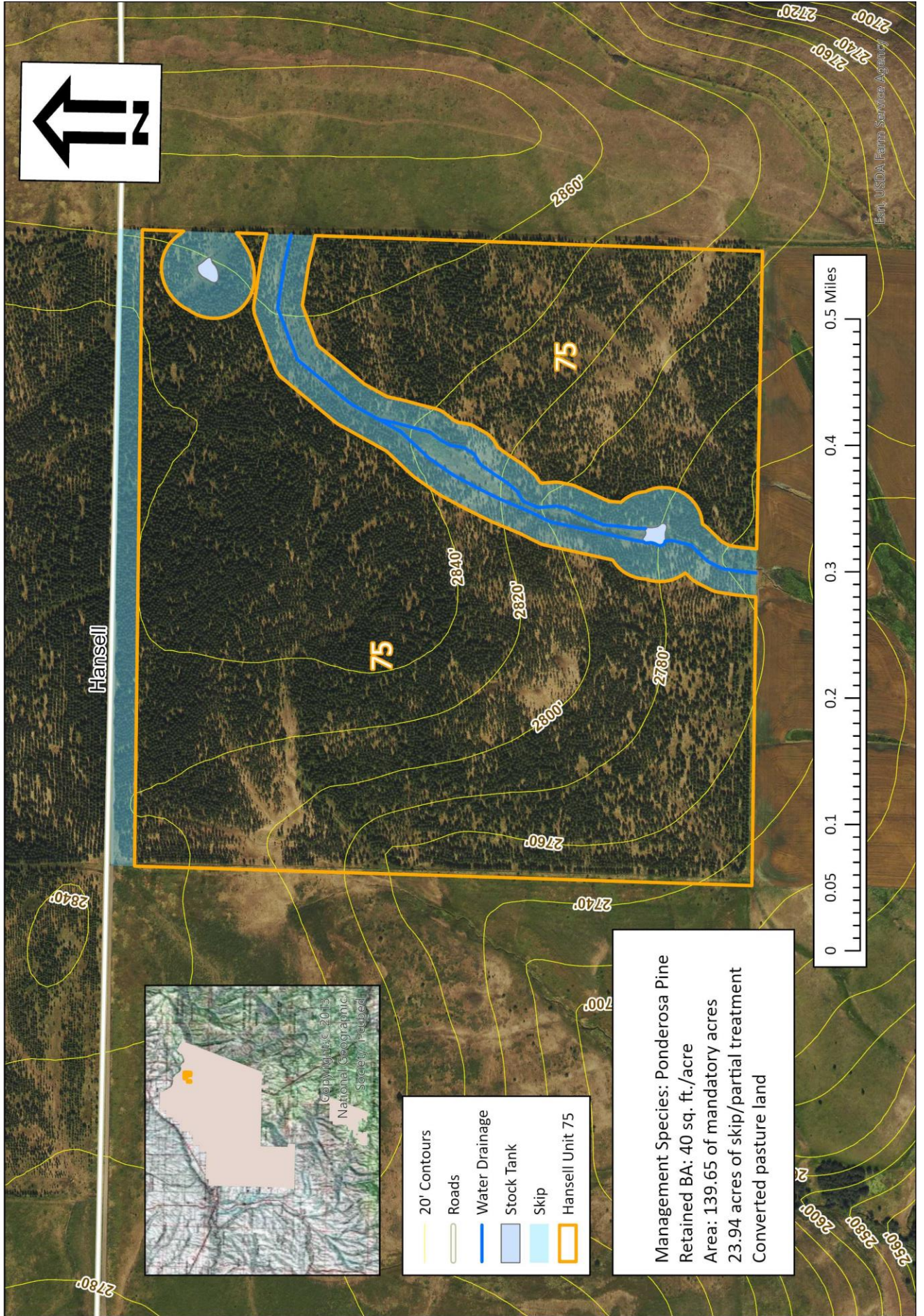


Hansell Plantation Non-Commercial Mastication Thinning NAIP



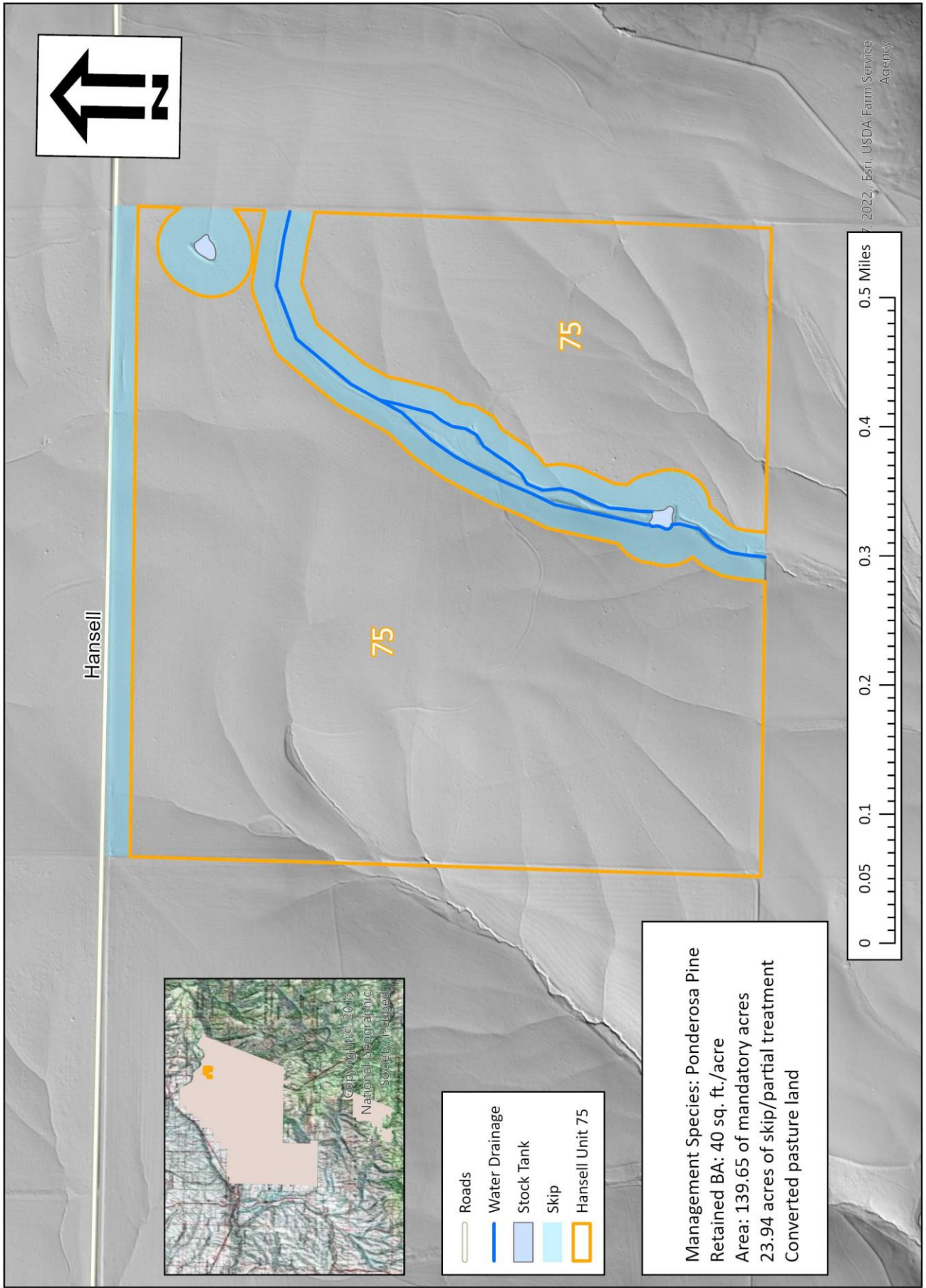
Hansell Plantation Non-Commercial Mastication Thinning NAIP with 20' Contour Lines

Lines

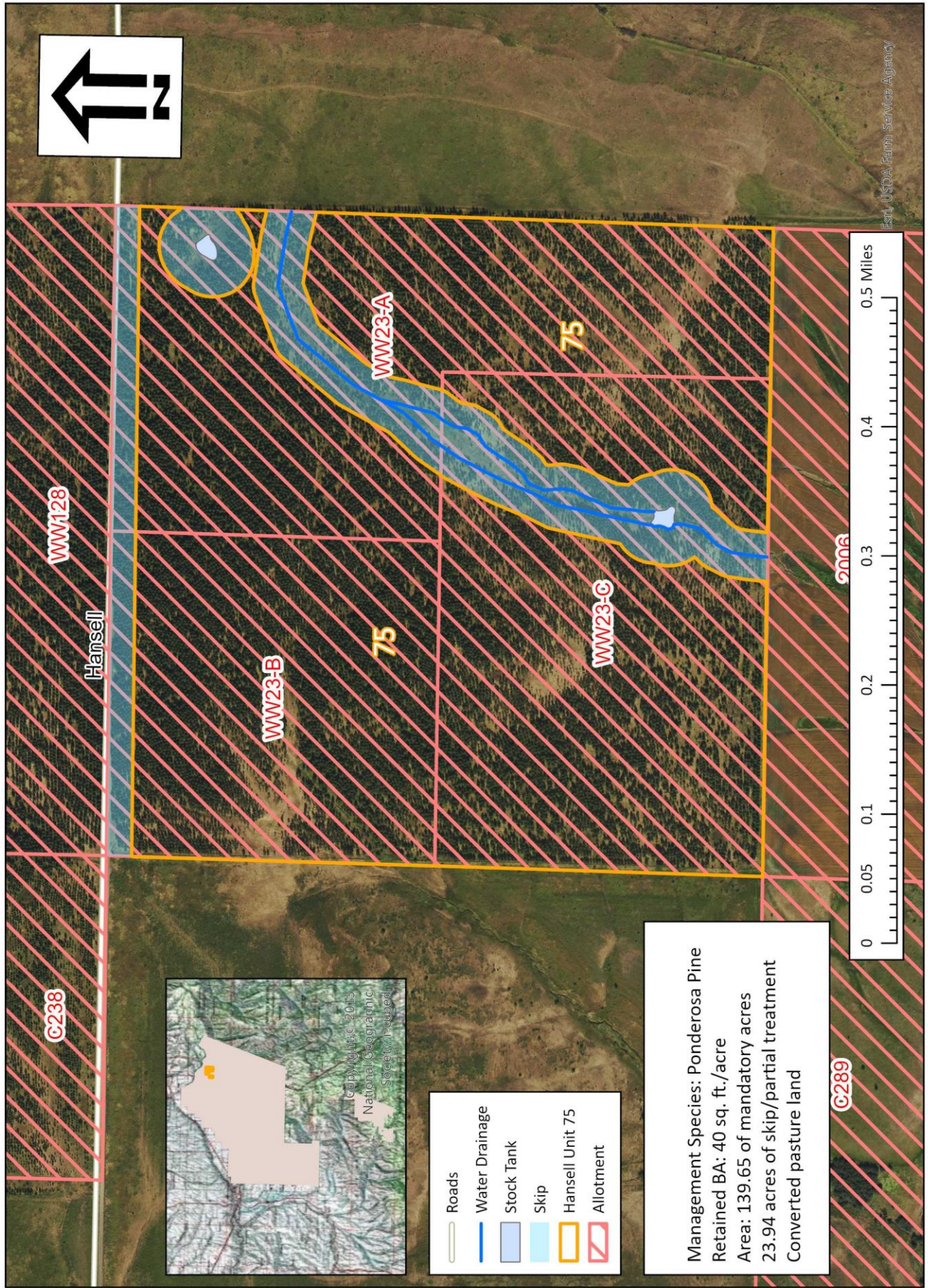


Management Species: Ponderosa Pine
 Retained BA: 40 sq. ft./acre
 Area: 139.65 of mandatory acres
 23.94 acres of skip/partial treatment
 Converted pasture land

Hansell Plantation Non-Commercial Mastication Thinning Lidar



Hansell Plantation Non-Commercial Mastication Thinning Allotments



Appendix C: Pictures of Current Stand Conditions





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.



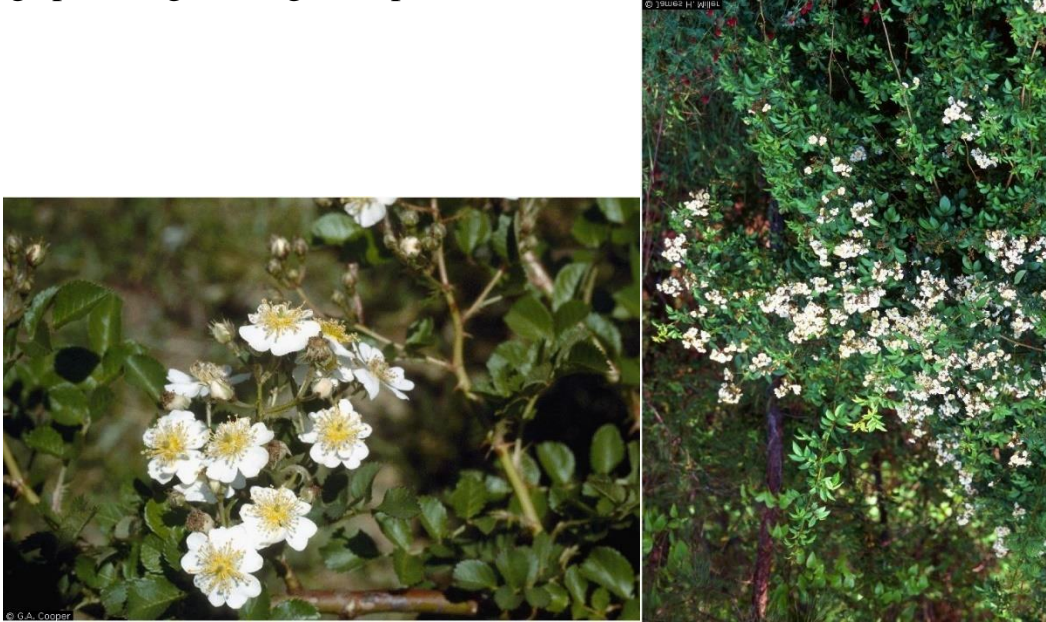
Appendix D: Invasive Rose Identification

[Species: *Rosa multiflora* \(usda.gov\)](#)

[Sweetbriar Rose Plant Guide \(usda.gov\)](#)

Wild Rose (*Rosa multiflora*)

Perennial Shrub that forms dense “clumps” of vegetation. Isolated plants can be up to 33ft in diameter. Bushes usually grow to height of 6-10ft. stems can be few to many originating from the base. Long sprawling canes grow up to 13ft armed with stout recurved thorns.



Sweetbriar Rose (*Rosa Rubiginosa*)

Shrub that grows up to 10 feet tall and has multiple arching stems. Stems armed with stout, downward-curving thorns.

