



Request for Bids (RFB)

The Confederated Tribes of the Umatilla Indian Reservation

Department of Natural Resources – Range, Ag & Forestry
Program

CSP Cultural Shrub Planting – Spring 2024

Technical Contacts: Cheryl Shippentower (CherylShippentower@ctuir.org) 541-429-7239
Brette Graham (BretteGraham@ctuir.org) 541-429-7237

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

Critical Dates:

Proposal Submission Deadline:	April 5, 2024 (4:00pm)
Project Initiation:	Upon Contract Approval
Project Completion:	May 31, 2024

Please submit the enclosed Bid Sheet with appropriate signatures and date, and send to the following mailing or email address by:

Mailing:
CTUIR, DNR, Range Ag and Forestry Program
Attn: RaeAnn Oatman
46411 Timine Way
Pendleton, OR 97801

Email: RaeAnnOatman@ctuir.org

By submission of a bid the contractor agrees, if the bid is selected, to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation, Department of Natural Resources and to complete all work as specified in the proposal for the proposed costs and within the contract time frame indicated in this RFB. The bid must be arrived at independently and be prepared in accordance with the enclosed

instructions.

Contractors should be advised that prior to award of any contract, the CTUIR Department of Natural Resources Range Ag Forestry Program reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This survey may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts. CTUIR may, at its discretion and without explanation to the prospective contractors, at any time choose to discontinue this RFB without obligation to such prospective bidders.

All bids must be signed and dated. If multiple parties are collaborating on a quote submission, each party must sign the quote. All quotes must include RFB# **469-023**.

In order to ensure fairness to all potential contractors, all pertinent questions regarding the attached RFB should be submitted via email and directed to Technical Contacts (email address above). Responses to questions will be sent to all potential contractors so that all contractors have access to the same information.

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 subcontracting hiring goals, and on-the-job training for American Indians
- Applicable 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. 541-429-7506 or terostaff@ctuir.org.

Attachments:

- Project Description
- Scope of Work
- Planting Site Maps and Species List Tables
- Bid Sheet

1. Background

The CTUIR is enrolled in the Conservation Stewardship Program tree-shrub establishment program. This conservation enhancement practice can improve desirable plant diversity, productivity, and health by establishing woody plants on tribal lands. The goal of this project is to establish trees and shrubs that are of cultural significance to CTUIR at 3 rangeland locations totaling 50 acres.

2. Scope of Work

2.1 Unit Delineation

Planting unit boundaries will be flagged with flagging prior to planting.

2.2 Timing of Planting

CTUIR staff will seek to determine acceptable planting weather 7 to 10 days in advance of planting and contact contractor to arrange planting. Considerations for planting include a period when majority of snowfall has melted in units, soil temperatures are appropriate for planting access to units can be arranged and expected weather/relative humidity during planting dates is favorable. We will work with the contractor as much as possible to give lead time to facilitate logistics of bringing crew to planting sites. We expect a large crew of experienced planters to easily complete 1 unit per day.

2.2 Seedling Handling, Transport and Storage at planting sites.

2.2.1 Transport

Tribal staff shall deliver seedlings to planting sites as scheduled by the contractor's representative.

2.2.2 Handling Care

Plants must be handled with care to prevent damage to roots and foliage. Seedlings must not be thrown, dropped, hit, or otherwise mechanically impacted. Extracting the root plug from the container must be done gently, avoiding excessive force when pulling the seedling from the container. Seedlings should not be removed from containers until the hole is excavated. The container is then removed, and the seedling is quickly planted. Excessive exposure of the root system to the air will decrease seedling survival and growth.

2.2.3 Container Moisture

Irrigating seedlings at the nursery will occur prior to planting assuring that root plugs are completely wet. These instructions will be conveyed to the nursery manager prior to picking up the plants. Root plugs that are dry must be thoroughly moistened prior to planting.

2.2.4 Temporary Storage

If container plants cannot be planted in one day, they can be stored in the field in a well-sheltered area protected from the sun and animals. Reflective tarps are recommended to keep plants cool and moist during on-site storage. If they do lose moisture, the containers must be irrigated prior to planting.

2.2.5 Racks and containers

The contractor shall take reasonable care of empty racks and containers to allow them to be returned to the nursery.

2.2.6 Seedling Quality

Any seedling quality concerns found by the contractor shall be withheld from planting until examined by CTUIR staff.

2.3 Tools Required

Planting tools is dependent on nursery stock type (10 in cu, 40 in cu, gallon). **All tools required shall be provided by the contractor.**

2.4 Planting

Prior to preparing the planting hole, the planters must clear the surface of the planting spot of all loose debris (limbs, logs, snow, duff, litter, rocks). If sod, crowns of living plants, and roots are present, they must be scalped down to moist mineral soils. Clearing and scalping dimensions at least 2' x 2' of competing vegetation and debris.

Planting holes shall be located near the center of the prepared planting spot and they should be dug vertically rather than perpendicular to the ground surface. The planting hole should be three to four inches deeper than the total length of the root system or root plug, and wide enough to fully accommodate the width of the root system. Seedlings should be placed in the hole so that the cotyledon scar (the bump or constricted area on the seedling stem that is the transition from the root system to the stem) is one inch below the ground line.

The root plugs should not be forced into the planting hole, distorted, or broken during planting. After placing the plant in the hole, excavated soil is placed firmly around the root system so there is no loose soil or air pockets around the root plug. The root system must not be damaged during planting.

2.5 Planting Spacing and Site Considerations

All units will be planted at a density of 200 trees per acre (roughly 15' x 15' spacing). It is expected each species will be distributed throughout the planting area. Planters should alternate between species regularly. Plant spacing guidelines are an average and can vary + or – 3 feet. It is more important that seedling planting locations are selected to make use of the best possible

microsites available for seedling survival. Avoid game and livestock trails. Do not plant in gopher tunnels and avoid planting on top of gopher mounds and in the bottom of ditches, gullies or trenches.

2.6 Progression through Planting Sites.

The contractor shall manage planting crews to work from one edge to another through each planting site to achieve a clear distinction between planted and unplanted portions of the block. This will facilitate daily inspections, as well as acreage adjustments, if necessary.

3. Quality Inspection and Payment:

3.1 Feedback

A CTUIR staff will be following behind throughout planting and will be assessing quality of planting through formal inspections and informal observation of planting crew. It is required that the crew foremen is able to understand and communicate fluently in English, and is receptive and responsive to feedback.

3.2 Inspection and Acceptance

Acceptance of work and payment will be based on inspections by Tribal personnel. Daily inspections will follow immediately behind the planting crew as closely as possible, and the contractor is encouraged to observe the inspections. Information from inspection cards shall be available to the planting foreman upon request. Inspection Procedures for planting are as follows:

- 3.2.1 At least one (1) percent of each planting block will be inspected, using circular plots, 1/50 acre in size. Plots will be located semi-randomly throughout the planted area. Plot centers will be located and marked on the ground with flagging. The plot number will be written on flagging on or near plot center.
- 3.2.2 Above Ground: Inspectors shall check all seedlings within the plot. On each plot, each planted tree will be inspected for above ground quality by determining seedling site is appropriate, soil depth correct, planting site is properly prepared and other considerations that follow from planting specifications listed in above section. Each seedling will be determined to be Satisfactory (S) or unacceptable (U).
- 3.2.3 Below Ground: At least one seedling per plot will be checked below ground by carefully digging from the side until the roots are exposed. A tree that is not satisfactory above ground will not be examined below ground. Any trees that were satisfactory above ground but unacceptable below ground will become unacceptable overall. If a large number of seedlings fail below-ground selection, a larger proportion of seedlings will

investigated for below ground condition. Each seedling will be determined to be Satisfactory (S) or unacceptable (U).

- 3.2.4 Planting Quality: Planting will be calculated across all plots within each completed planting site to determine acceptability. Planting quality will be the ratio of total planted shrubs that are satisfactory divided by the total number of plants inspected.

$$\text{Planting Quality \%} = \frac{\# \text{ Acceptable Shrubs inspected}}{\text{Total Shrubs inspected}}$$

- 3.2.5 Planting Coverage %: To ensure planting fully covers planting unit, an additional measurement will be calculated that is the total number of plots with at least 1 satisfactorily planted tree. Any plots within units that are devoid of planted trees will be considered an unsatisfactory plot.

$$\text{Planting Coverage \%} = \left(\frac{\text{Plots investigated with } > 1 \text{ satisfactory tree}}{\# \text{ plots investigated}} \right)$$

Any plots that fall within areas clearly unsuitable for planting (poor soil, very heavy brush, overstory trees, etc.,) will be repositioned to a suitable location for planting or dropped from consideration altogether by contract administrator.

- 3.2.6 Planting Density %: To calculate whether the total planting density was achieved for the unit, the total number of acceptable trees counted will be multiplied by the total acreage covered by the plots. This will result in a total trees per acre value that will be divided by the target density to achieve a planting density %.

$$\text{Planting density \%} = \frac{\# \text{ acceptable trees inspected} * (50 / \# \text{ plots inspected})}{\text{Desired Tree Density for unit}}$$

*Planting densities exceeding target density will be accepted for 100%

- 3.2.7 Total Unit Quality %: A final unit quality % will be calculated which will be the basis for payment and/or reworking requirements (See below section).

$$\text{Total Unit Quality \%} = \frac{\text{Planting Quality \%} + \text{Planting Coverage \%} + \text{Planting density \%}}{\%}$$

3.3 Example calculation of unit quality

A 20-acre unit with a desired mix of 100 TPA ponderosa pine and 100 TPA western larch (200 TPA) is planted. Prior to the start of planting, 5 boxes of ~200 trees each for each species are pulled for planting. 10 plots are inspected following planting. In total 37 trees are inspected and 4 failed inspections. 2 plots were devoid of acceptable trees (were not planted at all).

$$\text{Planting Quality} = \frac{33 \text{ acceptable}}{37 \text{ total}} = 89\%$$

$$\text{Planting Density} = \frac{33 * (50/10)}{200} = \frac{165}{200} = 82.5\% = 83\%$$

$$\text{Planting Coverage} = 8/10 = \mathbf{80\%}$$

$$\text{Total Unit Quality} = \frac{89\% + 83\% + 80\%}{3} = \mathbf{84\%}$$

A 84% quality score would be subject to penalty. The operator has the option of ensuring all trees are planted and if not, fill in areas missed. Operator also has the option to request 1 additional set of plots (new plots) to re-calculate quality percent (see below).

3.4 Payment

Payment will be calculated per unit. A total unit 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 84% will result in 84% 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. **Payment will be processed within 4 weeks of a unit being completed and inspected.**

4. Penalties

- A. Wasted trees due to non-planting will be deducted from payment to the contractor at the rate of 50 cents (\$0.50) per tree.
- B. Garbage left on or near the planting block by the contractor after notification by Tribal Forestry shall result in penalties for littering in the amount of \$100.00 per offense to be deducted from payments to the contractor.

5. Acceptance and Payment

The following standards shall apply for planting quality:

- A. Each completed block with quality of ninety percent (90%) or more shall be accepted by the Tribe for payment at 100% of the bid price per block.
- B. Payment for any completed block with quality between eighty and ninety percent (75-90%) shall be based upon the quality percentage times the bid price per block.
- C. No payment will be made for any blocks where quality is less than eighty percent (75%).
- D. Payments for completed planting blocks shall be submitted up to twice per month upon invoice by the contractor.
- E. Unsatisfactory Performance.
 - 1. If the work quality falls below eighty percent (90%), the contractor will be notified and ordered to improve the quality of planting. If work quality is not improved to at

least 90% within two working days, the contract may be terminated.

2. Second Inspection: If the contractor requests a second inspection of any planting block, the Tribe will inspect different plots to calculate an amend Total Unit Quality %. If the second inspection amends the work quality by more than 5 percentage points, then the Tribe shall pay the cost of both inspections. If the amended work quality is within 5 percentage points of the previous inspection, then the contractor shall pay the cost of the second inspection at \$10 per plot.
- F. Rework will be allowed for unsatisfactory performance if there is a reasonable expectation of successfully improving the work quality, such as filling in gaps in the planting. A second inspection of the reworked area will be the basis for payment.

6. 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.

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.

BID SHEET

Proposal **RFB# 469-023**

Date: _____

Project Title: **CSP Cultural Shrub Planting – Spring 2024**

Planting Site	Task	Measured Quantity	Unit of Measure	Unit Costs	Total Costs
Fisher	Planting	19	Acres	\$	\$
Kanine Ridge	Planting	14	Acres	\$	\$
Hansell	Planting	17	Acres	\$	\$
	Subtotal	50	Acres		\$
	TERO Tax*			%	\$
	Total				\$

Name of Firm: _____

Address: _____

Phone Number: _____ Email: _____

By: _____

(Signature)

Title: _____

Price Valid for _____ days

Conditions that may make this quote invalid:

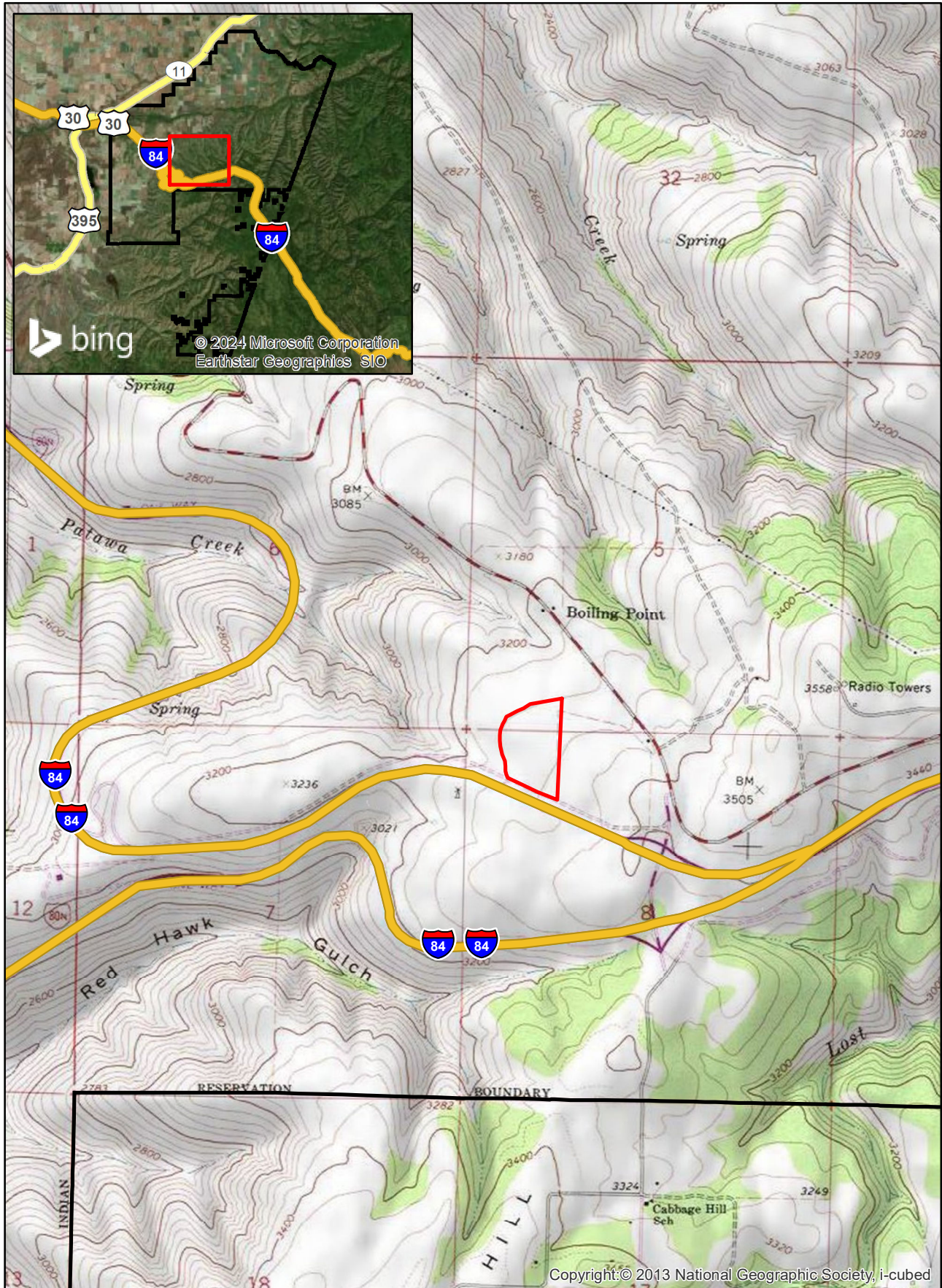
***TERO Tax-**



Contact TERO office directly for more guidance on the TERO compliance tax and whether it will apply to this project. Any tax rates, if applicable, are the responsibility of the contractor and should be factored into the bid rates for the project items.

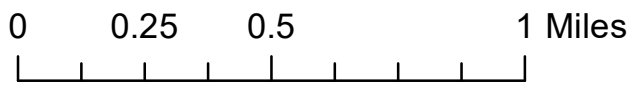
Section 6.03 of the Tribal Employment Rights Office Code, As Amended through Resolution No. 17-053 (July 17, 2017) outlines the following tax rates based on the project costs:

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

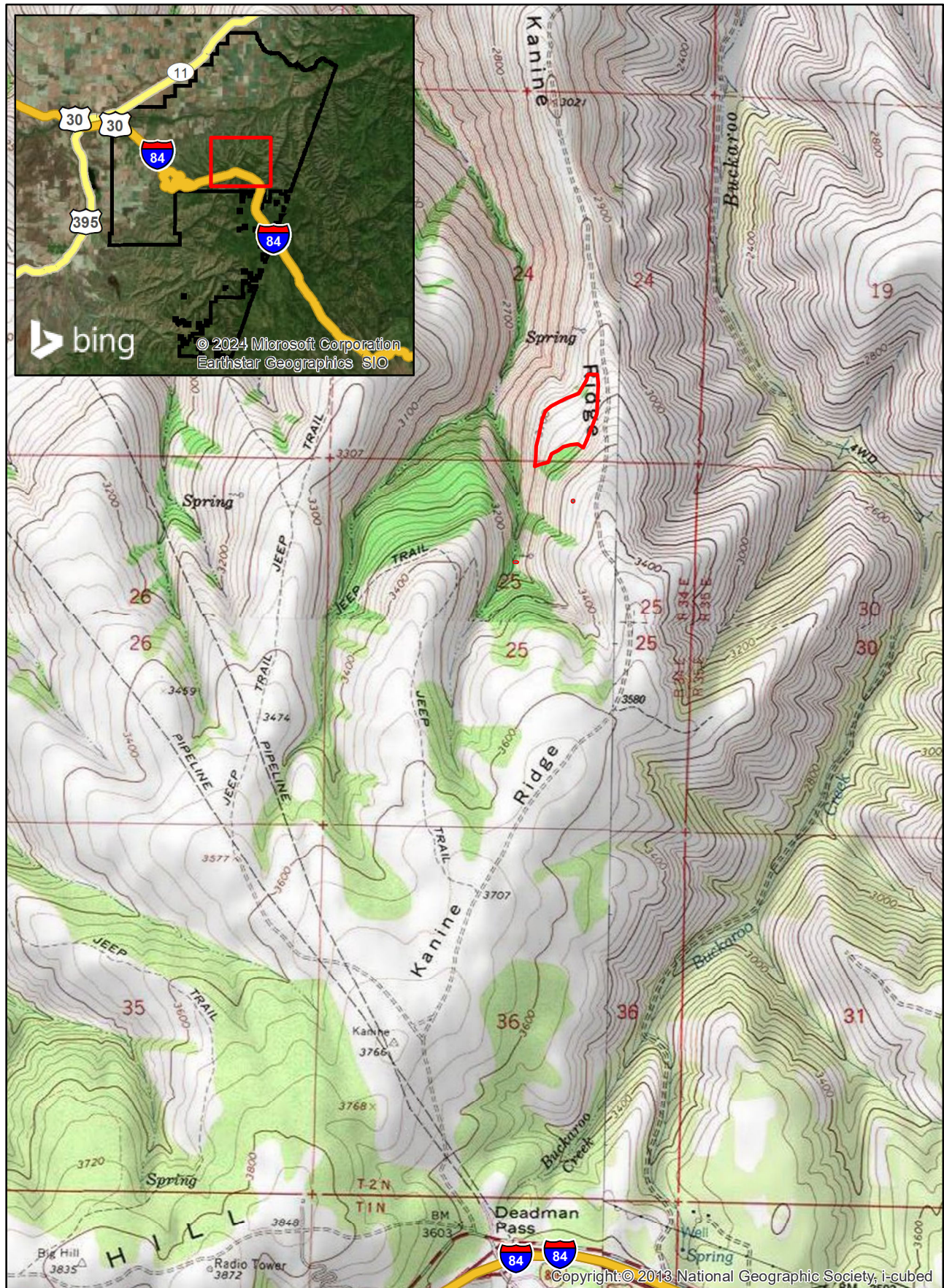
CTUIR Cultural Planting Site - Fisher





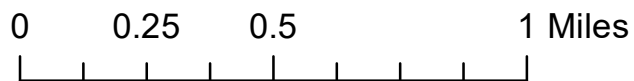
-  Cultural Planting
-  Umatilla Indian Reservation



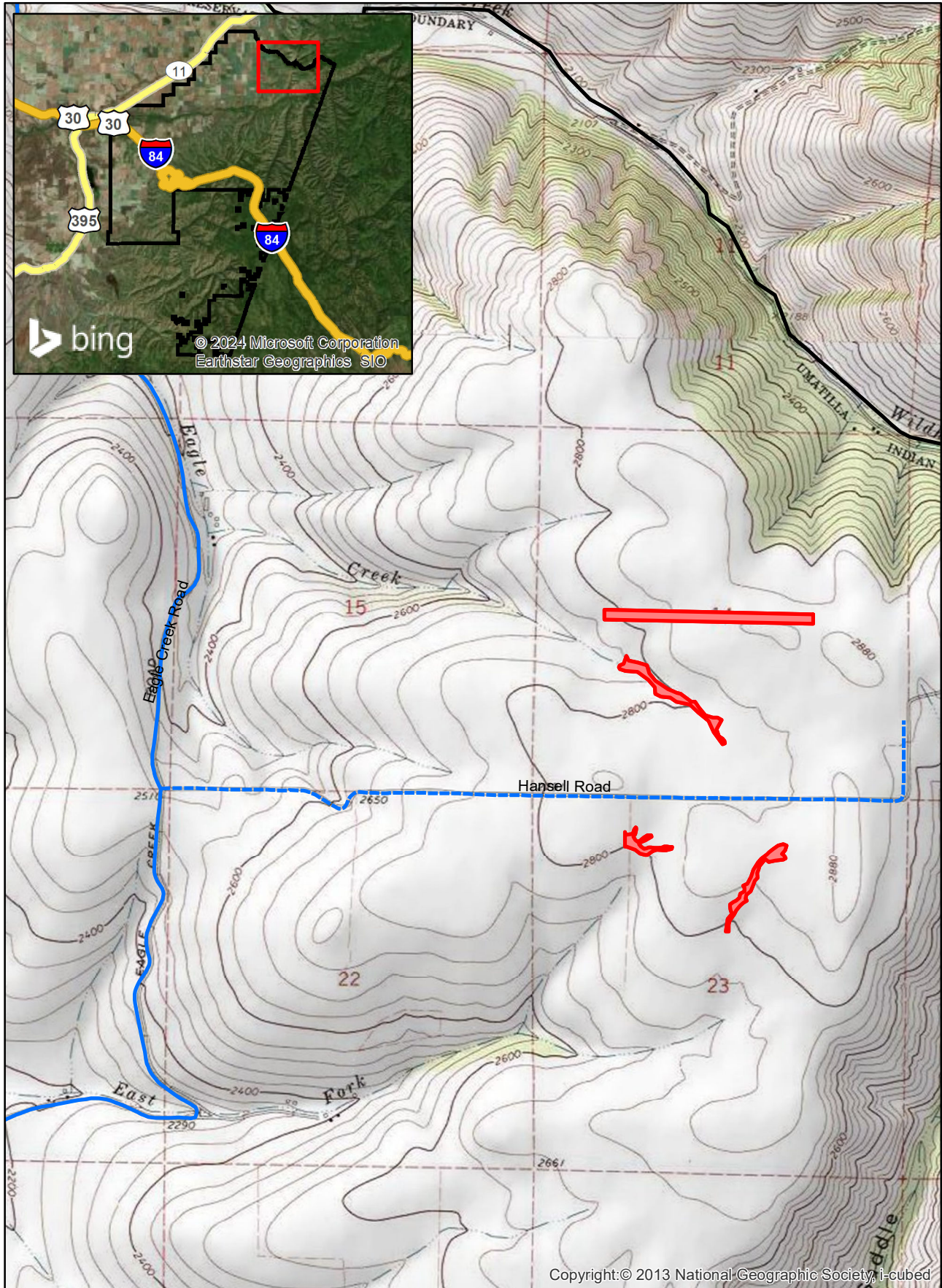
CTUIR Cultural Planting Site - Kanine Ridge





-  Cultural Planting
-  Umatilla Indian Reservation



CTUIR Cultural Planting Site - Hansell



-  Cultural Planting
-  Umatilla Indian Reservation

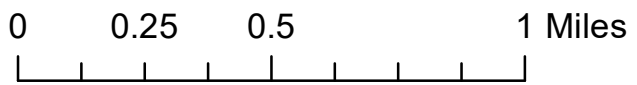


Table 1. Fisher Planting Site (19 Acres)

Species	10 cu in	D19L	40 cu in	1 gal	Total by Species
Serviceberry	245	0	0	0	245
Black Hawthorn	400	0	0	0	400
Cascara	250	0	0	0	250
Mock Orange	60	0	0	0	60
Chokecherry	800	0	0	0	800
Bitterbrush	100	50	0	0	150
Golden Currant	0	0	0	150	150
Wood Rose	300	0	0	0	300
Elderberry	0	0	0	230	230
	2155	50	0	380	2585

Table 2. Kanine Ridge Planting Site (14 acres)

Species	10 cu in	D19L	40 cu in	1 gal	Total By Species
Serviceberry	250	0	0	0	250
Black Hawthorn	425	0	0	0	425
Cascara	250	0	0	0	250
Mock Orange	60	0	0	0	60
Chokecherry	707	0	0	0	707
Golden Currant	18	0	0	150	168
Wood's Rose	350	0	0	0	350
Elderberry	0	0	0	200	200
	2060	0	0	350	2410

Table 3. Hansell Planting Site (17 acres)

Species	10 in cu	D19L	40 cu in	1 gal	Total by Species
Serviceberry	250	0	0	0	250
Black Hawthorn	425	0	0	0	425
Cascara	250	0	0	0	250
Mock Orange	60	0	0	0	60
Chokecherry	644	0	0	0	644
Bitterbrush	100	50	0	0	150
Golden Currant	0	0	100	0	100
Wax Currant	30	0	0	0	30
Nootka Rose	0	75	0	0	75
Wood's Rose	350	0	0	0	350
Elderberry	100	0	0	0	100
	2209	125	100	0	2434