

## **Request for Proposals (RFP)**

### **Confederated Tribes of the Umatilla Indian Reservation**

Department of Natural Resources – Wildlife Program

### **Rainwater Wildlife Area Consulting Forester Services**

**CONTRACTORS INVITED TO SUBMIT PROPOSALS: Certified Foresters (Certified by Association of Consulting Foresters and/or Society of American Foresters)**

Technical Contracts: Jerry Middel ([geraldmiddel@ctuir.org](mailto:geraldmiddel@ctuir.org)) (541) 969-9925

Lindsay Chiono ([lindsaychiono@ctuir.org](mailto:lindsaychiono@ctuir.org)) (541) 215-7752

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

#### **Key Dates:**

Site Tour:	<b>October 8, 2020</b>
Proposal Submission Deadline:	<b>October 20, 2020 (3:00pm)</b>
Tentative Award Selection (est.):	<b>October 22, 2020</b>
Contract Award (est.):	<b>October 29, 2020</b>
Project Initiation (est.):	<b>November 2, 2020</b>
Project Completion:	<b>December 31, 2021</b>

## **Part I – General Information and RFP Process**

### *Rainwater Wildlife Area Consulting Forester Services*

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#### **1. Project Purpose and Location**

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) seeks proposals for consulting forester services associated with planned commercial thinning on the Rainwater Wildlife Area in Columbia County, Washington State.

Thinning units are located approximately 8 miles south of Dayton WA, within Township 08 Range 39E and Sections 28, 33 and 34 (see Appendix A maps).

#### **1.2 Scope of the RFP**

This solicitation provides the specific services 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**

We anticipate this project beginning **November 1, 2020** and should be completed by **December 31, 2021** with all invoices submitted on or before **January 31, 2022**.

#### **1.4 Closing Date for Submission**

The closing date for submission will be **October 20, 2020 at 3:00 p.m. PDT**. 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](mailto:raeannoatman@ctuir.org)

Confederated Tribes of the Umatilla Indian Reservation  
DNR Wildlife Program, Rainwater Wildlife Area  
Attention: RaeAnn Oatman  
46411 Timíne Way  
Pendleton, Oregon 97801

The email subject line or outer envelope should clearly read **“RAINWATER Consulting Forester Services – SEALED PROPOSAL, DO NOT OPEN.”**

## **1.5 Proposal Format**

Proposals shall be prepared digitally. 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 by **October 12, 2020**. The CTUIR will not consider any requests submitted after the time period specified above. Questions regarding the RFP or request 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 **October 14, 2020**.

## **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 Proposal), 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 they become effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

## **1.22 Tour of Site**

**A site tour is scheduled for October 8, 2020. Meet at the intersection of South Touchet Road and Robinette Mountain Road at 9 am. Please notify Jerry Middel ([geraldmiddel@ctuir.org](mailto:geraldmiddel@ctuir.org); 541-969-9925) if you plan to attend. If you are unable to attend the tour, access to the site on another date can be arranged.**

## Part II – Services to be Provided

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### 2. Applicable Documents

**2.1 Appendix A** contains current stand inventory data and thinning prescriptions as well as maps showing the stand boundaries, topographical lines, aerial imagery, and road network of the project area.

In addition, a Washington Department of Natural Resources Forest Practices Permit for the planned thinning activities has been obtained. Permit documents describe compliance requirements such as road construction and abandonment and location of log landings. Documents will be provided upon request.

### 3. Technical Requirements

**3.1 Overview:** The intent of this sub-contract is to provide professional forestry assistance with planned commercial thinning on 188 acres across 6 stands within the Rainwater Wildlife Area. Stands are productive mesic mixed conifer sites with grand fir/twinflower and grand fir/queen's cup beadrily Plant Associations. The overall objective of the proposed timber harvest is to improve the health and fire resistance of the residual stands by reducing tree density to within recommended stocking densities<sup>1</sup>. Based on recent inventory data and thinning prescriptions, we expect to harvest approximately 1150 MBF. Harvested timber will be grand fir as well as some Douglas-fir and Engelmann spruce, with minimal ponderosa pine and western larch. Wildlife Area managers developed the thinning prescriptions (see Appendix) and all environmental and cultural compliance work is complete. Leave trees have been marked.

Consulting services needed:

- 1) Design and carry out a volumetric timber cruise using software such as SuperACE.
- 2) Produce reports to obtain accurate volumes to estimate the value of the proposed timber sale.
- 3) Organize all aspects of the timber sale and write up and send out solicitation to sell logs.
- 4) Develop contracts with timber buyer and independent scaler. Work closely with Wildlife Area managers to develop thinning contract that ensures that resource values and tribal interests are protected during logging operations.
- 5) Timber sale administration: Manage harvest operations with support from two CTUIR staff who have forest management experience.

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<sup>1</sup> **Powell, D. C. 1999.** Suggested Stocking Levels for Forest Stands in Northeastern Oregon and Southeastern Washington: An Implementation Guide for the Umatilla National Forest. USDA Forest Service Umatilla National Forest Technical Publication F14-SO-TP-03-99. Pendleton, OR.

Thinning objective: The purpose of planned thinning operations is to promote forest health, primarily through stocking control and removal of diseased trees, and to improve habitat for Tribal First Foods.

Stands in the sale area are overstocked and are at heightened risk to stand-replacing wildfire. The objectives of the thinning are to:

- Improve resistance to drought, insect and disease outbreaks, and wildfire
- Shift stand composition toward larger trees of early seral, shade intolerant species
- Promote growth of understory forage and early seral tree species
- Increase spatial heterogeneity in stand structure. Leave tree marking promoted a clumpy-gappy residual tree distribution to mimic historical conditions in fire adapted forests.
- Retain wildlife habitat structures, such as large tree snags and down woody debris

Planned post-thinning activities include mastication of residual small-diameter trees and broadcast burning.

#### **4. Payment**

An invoice may be submitted for each unit following harvest, although multiple units may be combined on a single invoice.

**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 performance of this project, the contract may be terminated and legal action will be pursued. Some specific examples of cultural resources are: allotment corner markers, deer / elk antler sheds, animal skulls, plant / fungi foods (mushrooms, huckleberries, etc.), live or dead animals, lithic scatters, arrowheads, etc.



## **Part III – Proposal Requirements**

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For the purposes of this RFP, each interested Contractor should submit a proposal package to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Natural Resources, Wildlife Program that includes the following sections:

### **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, consulting experience within the region, areas of expertise, and types of services provided.

### **3. FIRM QUALIFICATIONS AND EXPERIENCE**

The proposal will list the qualifications and relevant experience of the Contractor, and that of other personnel who would assist with the proposed work. Experience with thinning/harvest activities with similar objectives and on a similar scale as the work described in this RFP is valued, though not required.

### **4. PROPOSED WORK PLAN**

This section will outline a plan for completing the proposed work (timber cruise, timber marketing/advertisement, contract development, and harvest administration). The Work Plan should provide a timeline that includes anticipated start and end dates and an expected rate of completion.

### **5. COMPLETED BID FORM (SCHEDULE B)**

Schedule B is provided below.

### **6. REFERENCES**

References are required from at least three projects similar to the proposed project. Please include contact name and telephone number, a description and location of the work, project completion date, and the relationship of the contact person to the project referenced.

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## Part IV – Selection Criteria

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Proposal selection will be completed through a quality-based selection process (QGS) by a review team. A score of 0-10 will be given to each of the following selection criteria to evaluate the content of the written proposals:

- |   |                                       |
|---|---------------------------------------|
| 1) Work plan  | (20% weight given to this criterion)  |
| 2) Qualifications of project-dedicated personnel  | (20% weight given to this criterion)  |
| 3) Quoted rate for completing marking contract (please provide this information on Schedule B of this Document) | (35% weight given to this criterion); |
| 4) References, including record of previous experience and employer references from similar projects            | (20% weight given to this criterion); |
| 5) Completeness and professionalism of proposal   | (5% weight given to this criterion).  |

These criteria will be used to calculate a weighted grade of up to 100 total points.

Two additional preference 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: Bid Sheet**

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We wish to pay for consulting services as a percent of timber sale income:

Bid price (percent of gross timber sale income): \_\_\_\_\_%

If desired, please list an hourly rate for forester consulting services beyond those described in this RFP. This provision is intended to cover consulting services that may be desired by CTUIR but were not anticipated during RFP preparation. If agreed by all parties, this rate will be applied for other requested services on an as-needed basis during the contract period.

Hourly rate for additional services (optional): \$ \_\_\_\_\_/hr

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Bid Rate(s) Valid for \_\_\_\_\_ days

Conditions that may make this bid invalid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX**

<b>Stand ID</b>	<b>Acres</b>	<b>Current TPA</b>	<b>Current BA</b>	<b>Current QMD</b>	<b>Target Leave TPA</b>	<b>Target BA</b>	<b>Target Leave QMD</b>	<b>Target Leave Spacing (ft)</b>
1	40.4	652.7	233	8.1	85	56	11	23 x 23
2	16.5	664.3	290	8.9	85	56	11	23 x 23
10	104.1	521.2	210	8.6	136	107	12	18 x 18
14	12	373.1	212	10.2	63	58	13	26 x 26
15	12.2	875.5	226	6.9	100	55	10	21 x 21
17	3.7	373.1	NA	10.2	63	NA	13	26 x 26

Table 1. Stand descriptions, including current stocking based on inventory data collected in 2017 and desired post-thinning conditions. Abbreviations are trees per acre (TPA), basal area (BA), and quadratic mean diameter (QMD).

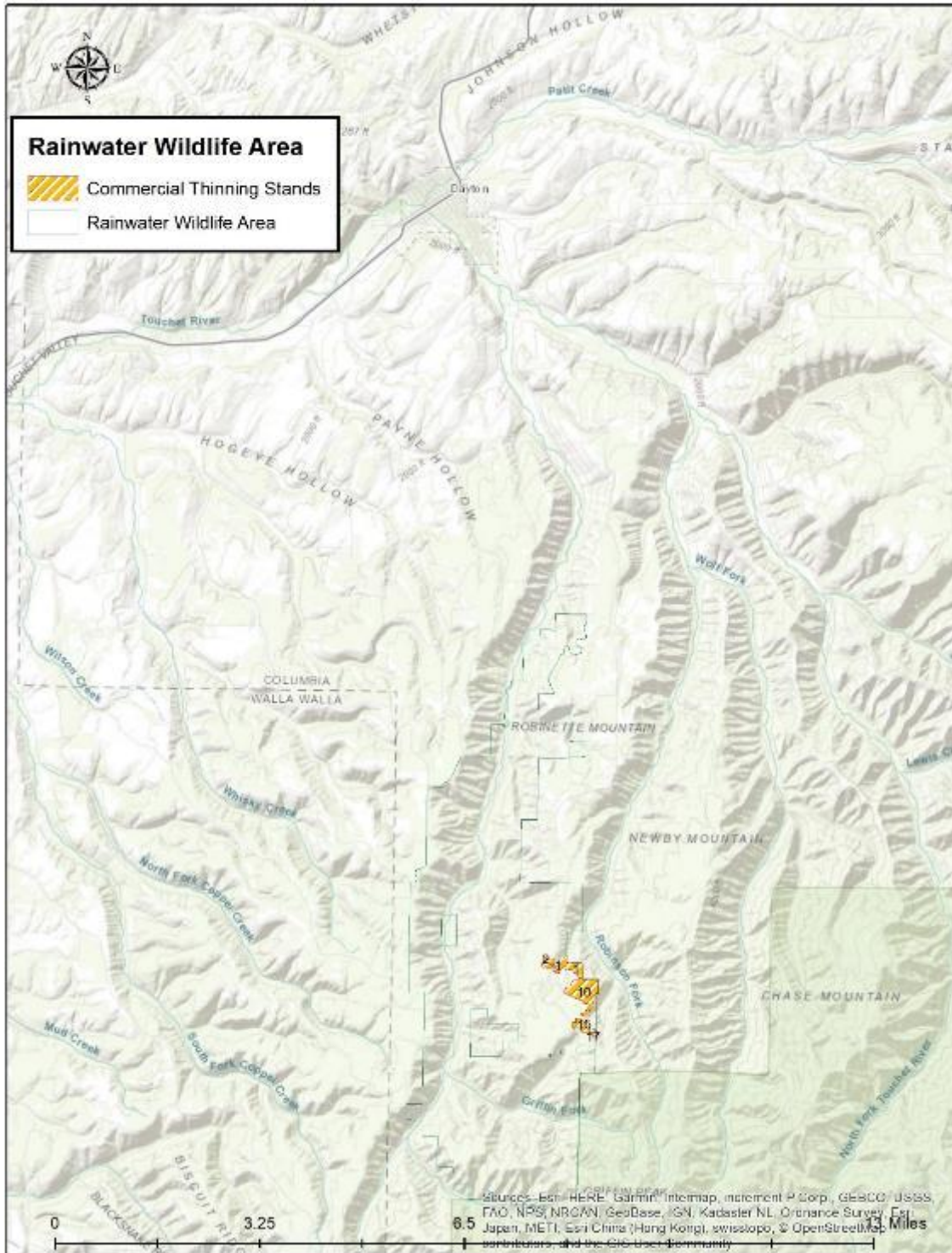
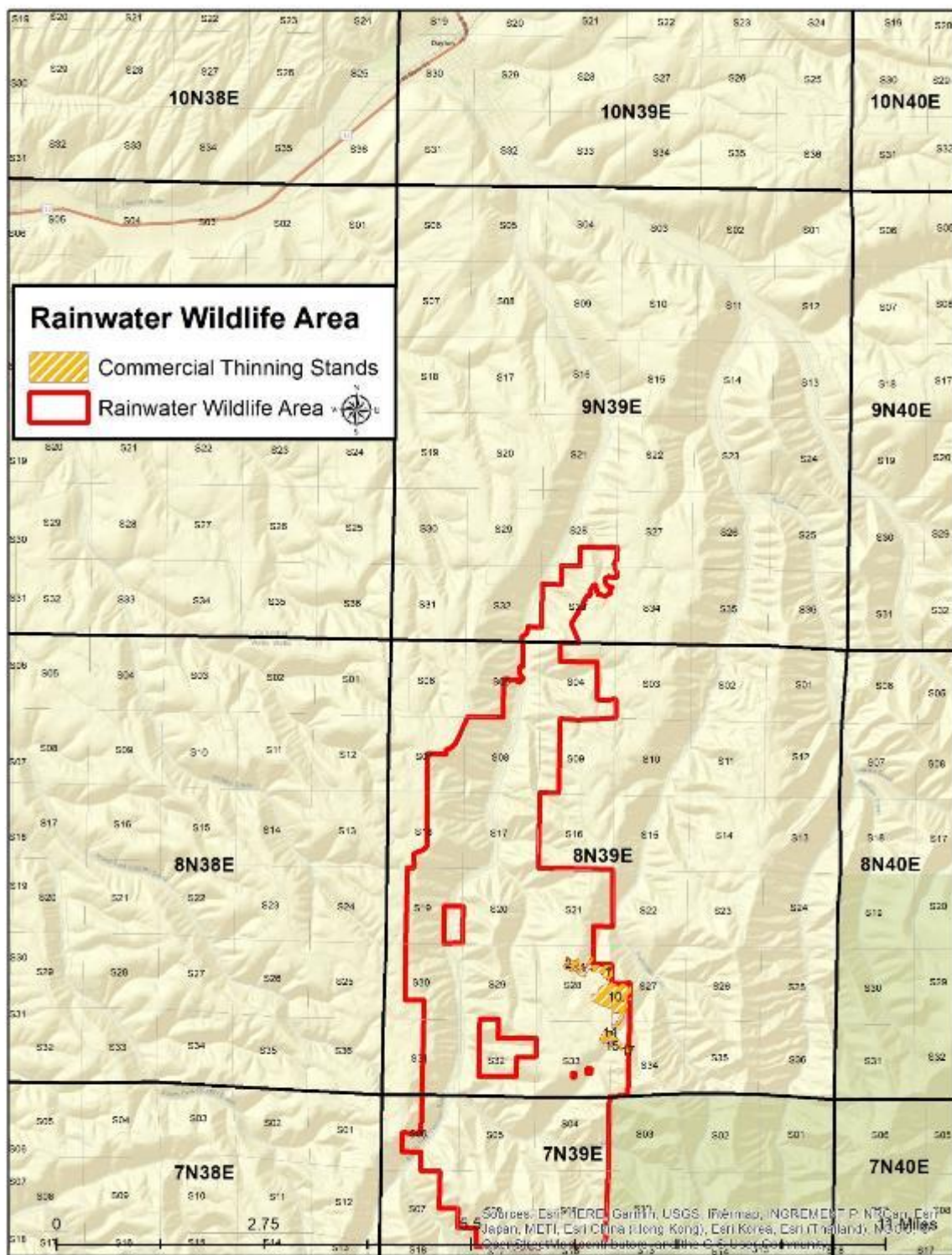


Figure 1. Thinning units in relation to Dayton, WA.





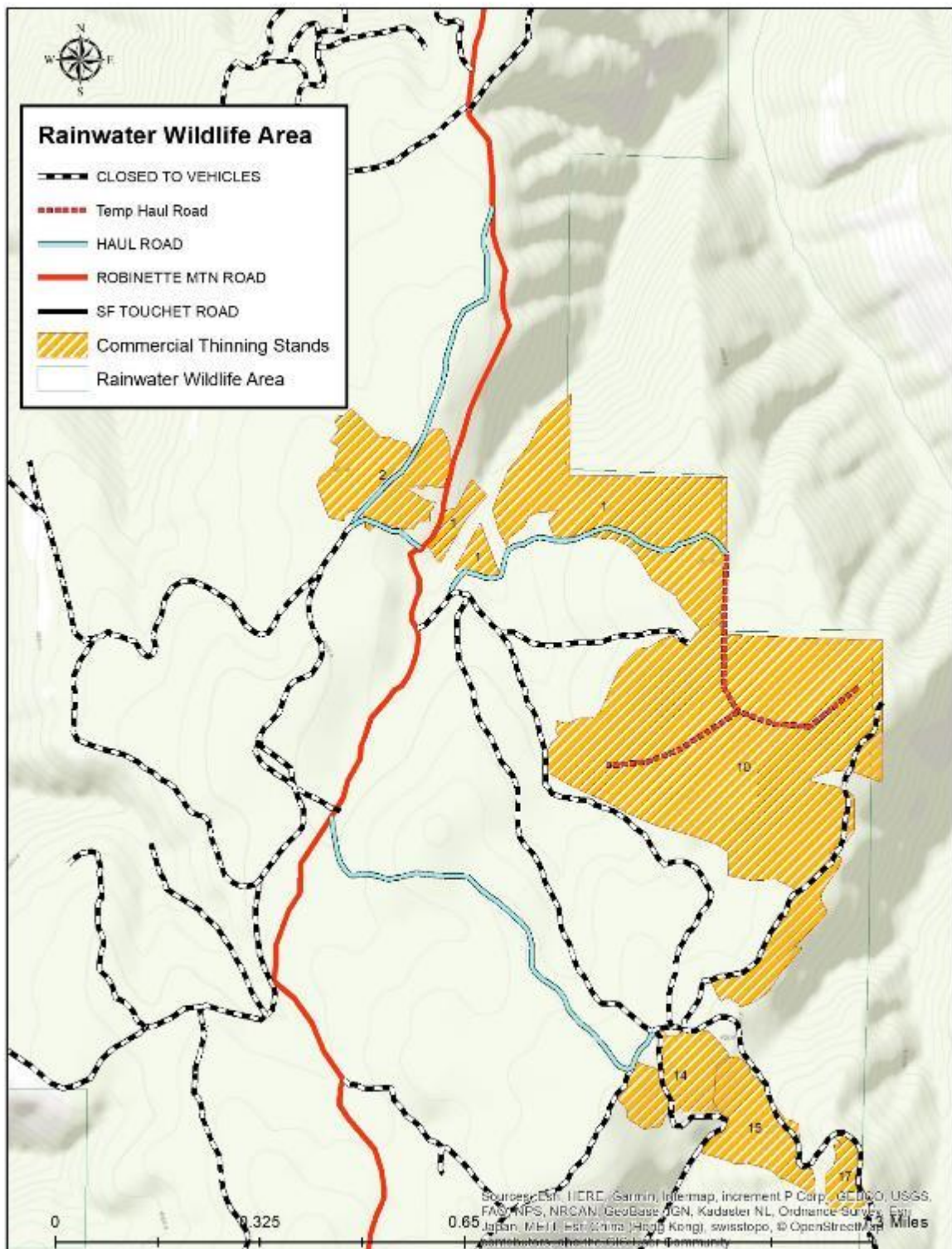


Figure 3. Road access to harvest units including proposed new temporary haul road locations. Roads labeled “closed to vehicles” may be opened for harvest operations.

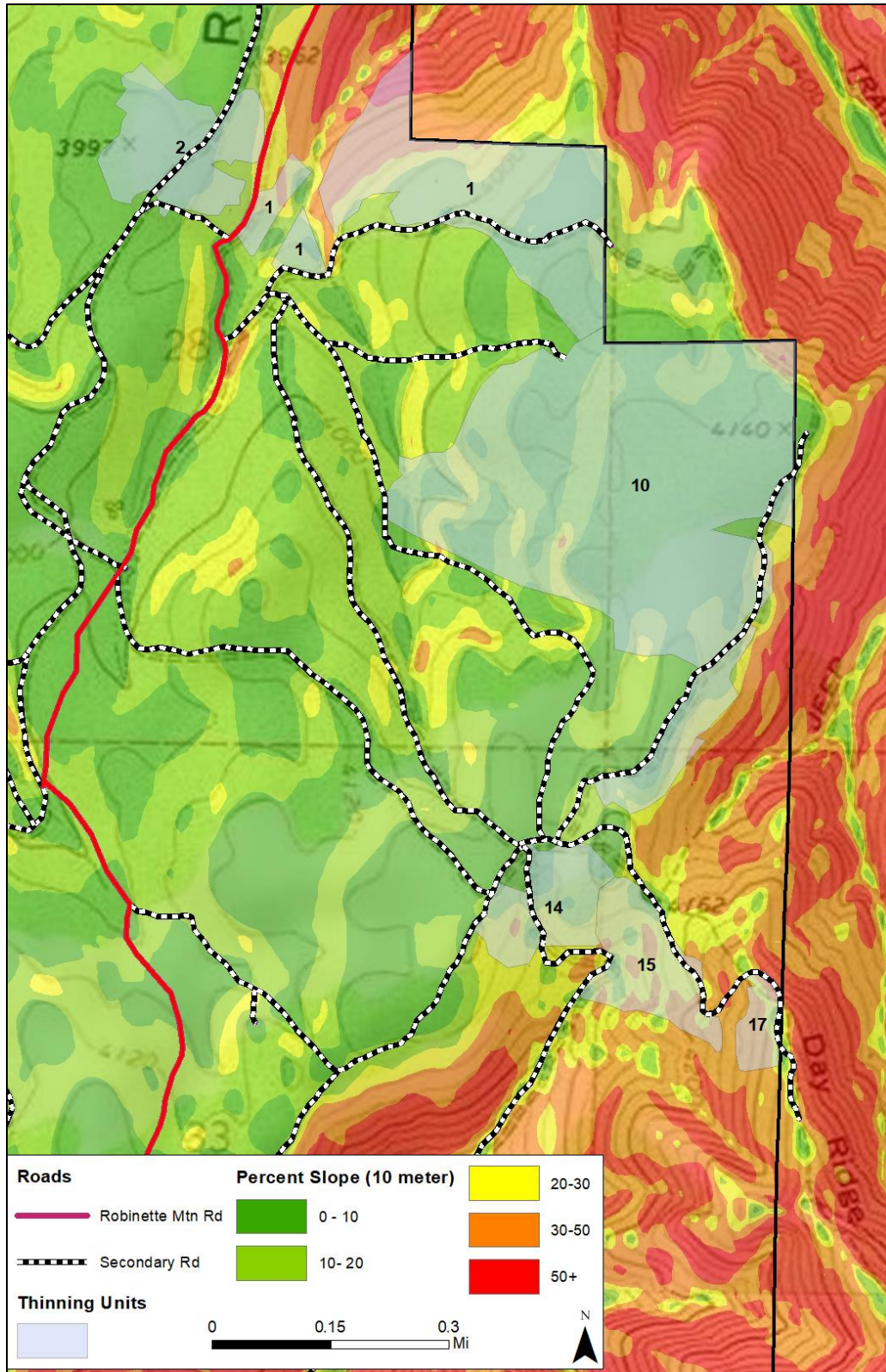


Figure 4. Topography of harvest area