

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

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

### **Deadman Pass Thin and Pile - 2024**

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

Technical Contracts: Andrew Addressi ([andrewaddressi@ctuir.org](mailto:andrewaddressi@ctuir.org)) (541) 429-7245  
Eric Carlson ([ericcarlson@ctuir.org](mailto:ericcarlson@ctuir.org)) (541) 429 – 7225  
Micah Schmidt ([MicahSchmidt@ctuir.org](mailto:MicahSchmidt@ctuir.org)) 541-429-7252

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

### **Critical Dates:**

Site Tour:	By Appointment
Proposal Submission Deadline:	December 7th 2023 (3:00pm)
Tentative Award Selection (est.):	December 14th, 2023
Contract Award (est.):	January 11th, 2024
Project Initiation:	May 10th, 2024
Project Completion:	September 13th, 2024

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

### *Deadman Pass Thin and Pile -2024*

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

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is seeking proposals for precommercial hand-thinning and piling of 48 acres of tribally owned forestland, to be completed in summer 2024. This request describes thinning and associated slash treatment on 3 stand units within forested portion of the Umatilla Indian Reservation, along the I-84 interstate corridor near Deadman Pass Rest Area. The area is approximately 10 air miles (19 road miles) ESE of Pendleton, Oregon.

The thinning units are located on portions of the Reservation with the legal description of: T2N, R34E: Section 36 and T2N, R35E; Section 31 of the Willamette Meridian in Umatilla County. Unit locations and Forest roads to access the properties are highlighted on attached access maps (Attachment A.)

The terrain on this project is generally steep, stands are consistently between 40-80% slope within the project units. Due to the steepness of the units, mechanical treatment will not be permitted. All treatments will be performed by hand crews, utilizing chainsaws and other motor-powered hand equipment. All cut material will be left on-site, but piles must be constructed of all cut material which will include existing small diameter down wood.

All attached maps can be provided in a georeferenced .pdf format upon email request to [andrewaddessi@ctuir.org](mailto:andrewaddessi@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 late spring of 2024, the exact date will be negotiable. Regardless of start date, The project must be completed by **September 13th, 2024**;

## 1.4 Closing Date for Submission

The closing date for submission will be **December 7th, 2023 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](mailto:raeannoatman@ctuir.org);

CC: [andrewaddressi@ctuir.org](mailto:andrewaddressi@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 **“Deadman Pass Thin and Pile - 2024 – SEALED BID, DO NOT OPEN”**.

Bids will be opened at 3:00 pm of 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 by **November 30th, 2023**. 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 **December 4th, 2023**. Any substantive responses or clarifications made by CTUIR to an individual contractor will be made publicly available to all of the 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 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 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 provided by one of the CTUIR technical contacts will be provided upon request.** Please email [andrewaddessi@ctuir.org](mailto:andrewaddessi@ctuir.org) if you wish 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: [andrewaddessi@ctuir.org](mailto:andrewaddessi@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, topo lines, aerial imagery, and road network of the project area.

**Appendix B** shows representative photos of existing stand conditions in the project area.

**Appendix C** is a brief “cheat sheet” of thinning specifications and slash treatment requirements to be kept by crew leaders during this project. More detailed description of requirements is found in Section 2, below.

## Part II – Services to be Provided

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### 2. Technical Requirements

#### 2.1 Overview

The intent of this sub-contract is a precommercial hand thinning and slash treatment (piling) on 48 acres of tribally owned forestland, to be completed in summer 2024. This can begin in late spring (May) and must be completed prior to September 13<sup>th</sup>, 2024.

The thinning units are located on portions of the Reservation adjacent to the Deadman Pass Rest Area on the north side of I-84 (Exit 228, Westbound). The legal description of this area is within: T2N, R34E: Section 36 and T2N, R35E; Section 31 of the Willamette Meridian in Umatilla County. Unit locations and Forest roads to access the properties are highlighted on attached access maps (Attachment A.)

The terrain on this project is generally steep, stands are consistently between 40-80% slope within the project units. Due to the steepness of the units, mechanical treatment will not be permitted. All treatments will be performed by hand crews, utilizing chainsaws and other motor-powered hand equipment. All cut material will be left on-site, but piles must be constructed of all cut material as well as existing small diameter down wood in the project units.

These stands are a high priority for fuel abatement due to their proximity to the Interstate corridor and other public/private infrastructure. Ultimately, the priority is to maintain a stand of healthy and vigorous trees, while reducing the risk of a stand replacing fire event in this Wildland Urban Interface (WUI).

The major goals of this project are to:

- A. Reduce the risk of wildfire through fuel reduction activities
- B. Reduce the density of trees existing in units to within recommended stocking levels appropriate to stand's site.
- C. Reduce abundance of suppressed, damaged, and diseased trees and undesirable species (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.

## **2.2 Thinning Specifications**

### **2.2.1 Size Limitation**

Trees larger than 9" DBH or less than 2' in height shall not be considered for removal. Standing dead trees smaller than 9" in diameter shall also be thinned in this treatment, but all snags greater than 9" shall be retained.

### **2.2.2 Average spacing of leave trees**

Average spacing of leave trees will be highly dependent on existing arrangement of overstory trees. In general, no precommercial sized tree shall be retained unless it is fully outside the drip line of an overstory tree (See 2.2.5 below). Patches of precommercial sized trees can be retained provided no two trees also meet the below (2.2.3) specifications.

### **2.2.3 Leave-tree Specifications**

Precommercial sized 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.



#### **2.2.4 Species preferences** (in order of most desirable to least desirable):

- 1) quaking aspen
- 2) western white pine
- 3) western larch
- 4) ponderosa pine
- 5) Douglas-fir
- 6) lodgepole pine
- 7) Engelmann spruce
- 8) subalpine fir
- 9) grand fir

In general, all precommercial sized grand fir will be cut in this treatment. If there is a greater than 1/2 acre area where there are no alternative species in the understory or overstory, maintain average 15' spacing until more preferred species can be retained.

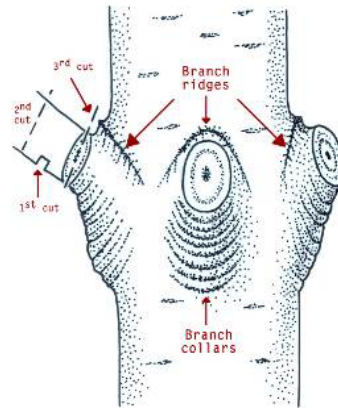
No hardwood trees or shrubs are required to be thinned, unless doing so creates a needed location for pile construction (See section 2.3).

#### **2.2.5 Ladder Fuels/Pruning**

All precommercial sized trees that fall under an overstory tree's drip line or whose lateral branches fall under or are continuous with the canopy of a commercial sized tree shall be removed, regardless of the vertical distance to the lowest live branch of the overstory tree.

Any tree greater than 6" dbh (including large overstory trees) with live branches that fall to within 5' of the ground shall have all of those live branches pruned at the branch collar. Proper pruning cuts shall limit the size of the wound and tearing of bark as illustrated in Figure 1. Pruning cuts shall be made from the branch-bark ridge to the branch collar, which will create the smallest wound on the tree without leaving excess dead branch material.

Figure 2. Proper pruning technique



### 2.2.6 Skips

Sites of cultural or wildlife significance within thinning unit boundaries that are designated as skips will be flagged in blue and pink flagging. No hand thinning or pile building is to occur in these areas.

Areas of high density reproduction of desired species may also be flagged as reprod skips in blue colored flagging. No hand thinning will occur in these units.

Skips will be determined by the CTUIR forestry representative prior and/or during thinning implementation.

### 2.2.7 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 crew foreman can also follow georeferenced pdf maps to determine unit boundaries.

### 2.2.8 Stump Heights

Trees shall be completely severed from the stump on a horizontal plane. Stump height shall not exceed 6 inches above ground level or 4 inches above natural obstacles (rocks, existing down woody debris, etc.)

All cut-trees shall be cut below the lowest live limb, except when prevented by natural obstacles. When natural obstacles are found, all live limbs over 4 inches in length below the cutting point shall be removed.

## 2.3 **Slash Treatment**

### **2.3.1 Piles**

All thinned material must be arranged into piles.

Slash more than 2 inches in diameter as a result of precommercial thinning activities and/or pre-existing down wood between 2"-8" in diameter shall be bucked into pieces 8 feet or less and piled.

Piles shall be compact, shall have a good base to prevent the pile from toppling and shall not be made on down logs, rotten stumps or rocks. Piles shall be constructed to facilitate full consumption when they are burned. Material shall be piled in a parallel configuration, similar to pencils in a box. Once a pile meets the minimum diameter and height; slash may be added vertically on the edge of a pile to prevent the pile from toppling. All objects which extend more than 2 feet in any direction from the pile profile shall be cut off and returned to the pile.

Minimum pile size is 4 feet wide by 4 feet long and 4 feet tall. The height of piles may increase without increasing the width and length of the piles. Maximum size of piles is 10 feet wide by 10 feet long by 10 feet tall.

All piles must be well outside the dripline of retained trees. See below minimum distance requirements.

### **2.3.2 Location of Slash Piles**

No piles shall be made in stream channels, roads, within 10 feet of aspen trees, or within 10 feet of fences or on private property boundaries/section lines or drainage ditches. Slash piles shall be constructed a minimum of 5 feet from any stump, log or standing dead tree greater than 16 inches in diameter, measured on the horizontal plane.

Piles shall be located outside of residual/leave tree driplines, in openings and areas of low tree densities to minimize damage to residual trees when the piles are burned. The distance from a residual/leave tree drip line will be adjusted by the pile size. See minimum distance requirement below).

#### **Minimum Distance from dripline of overstory tree:**

- 6 Feet for a pile 4 by 4 by 4
- 7 Feet for a pile 5 by 5 by 5
- 8 Feet for a pile 6 by 6 by 6
- 9 Feet for a pile 7 by 7 by 7
- 10 Feet for a pile 8 by 8 by 8
- 11 Feet for a pile 9 by 9 by 9
- 12 Feet for a pile 10 by 10 by 10

### 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
<b>Thinning Specification</b>								
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	8
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	5.7
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	7.8
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	8
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	8.5
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	10
<b>Slash Treatment</b>								
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	8.25
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	6.5
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	8
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	8.25
<b>Total Unit Quality % (out of 100)</b>								<b>79</b>
<p>Notes on Scoring:</p> <p>For each plot/unit, scores are from 1-5.</p> <p>1- plot/unit not treated or specification violated excessively</p> <p>2- plot/unit partially treated or specification generally violated</p> <p>3- plot/unit mostly treated or specification violated in several instances</p> <p>4- plot/unit fully treated but one or a few instances of specification</p> <p>5- plot/unit fully treated; specification fully followed</p> <p>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")</p>								
<p><b>Score Calculation:</b> 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.</p>								

### **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 purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Forest Officer of his findings. Operations may resume at the discovery site upon receipt of written notice from the Forest Officer.

## **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](mailto: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**

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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

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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**  
***Deadman Pass Thin and Pile - 2024***

SCHEDULE OF ITEMS						
ITEM NUMBER	THINNING UNIT	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
<b>001</b>	Pile 1	Precommercial Thinning: Pile	10.8	ACRES	\$ _____	\$ _____
<b>002</b>	Pile 2	Precommercial Thinning: Pile	24.1	ACRES	\$ _____	\$ _____
<b>003</b>	Pile 3	Precommercial Thinning: Pile	12.8	ACRES	\$ _____	\$ _____
	<b>ALL</b>	<b>Sub-total</b>	<b>47.7</b>	<b>ACRES</b>		\$ _____
	N/A	TERO TAX*	N/A	N/A	____%*	\$ _____
		<b>TOTAL</b>				\$ _____

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

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

\_\_\_\_\_

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

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

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

Price Valid for \_\_\_\_\_ days

**\*TERO Tax-**

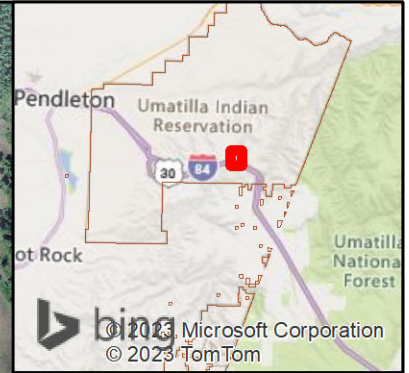
Please Review Part II Section 7 in this RFP regarding TERO and contact their office directly for guidance on the TERO compliance document and tax. Any up front tax rates, if applicable, are the responsibility of the contractor and should be factored into the bid rates for the project items. The TERO 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%



# CTUIR Deadman Pass Pile Units 2024 Aerial



Unit 3  
-12.8  
Acres

Unit 2-  
24.1 Acres

Unit 1-  
10.8 Acres

Milepost  
229

## Legend

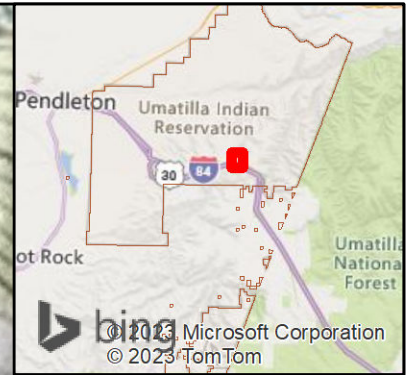
- Highway Mileposts
- 2024PileUnitsTele
- Highway
- Private Properties
- Road
- Fence\_Lines
- ..... Walkable Trail
- Project Access Roads

0 0.125 0.25 0.5 Miles





# CTUIR Deadman Pass Pile Units 2024 Topo



Unit 3  
- 12.8  
Acres

Unit 2 -  
24.1 Acres

Unit 1 -  
10.8 Acres

Milepost  
229

## Legend

- Highway Mileposts
- Highway
- Road
- ..... Walkable Trail
- Project Access Roads
- 2024PileUnitsTele
- Private Properties
- Fence\_Lines

0 0.125 0.25 0.5 Miles

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## Appendix B: Example Stand Conditions







## Appendix C:

### **CTUIR Hand Thinning Specifications Cheat Sheet**

- Thin standing precommercial sized live to 15' x 15' average spacing. Natural clumps and gaps are good but overall should average 15' x 15'. Remove all ladder fuels under Commercial-sized Trees. All standing dead trees less than 9" diameter shall be cut and piled.
- Cut stump low, not more than 6" from ground
- Keep healthy defect-free Western Larch, Ponderosa Pine, and Douglas fir. Grand fir can almost always be removed unless there are no other species nearby.
- Deciduous trees and shrubbery should not be thinned unless doing so is required to find a suitable pile location
- Prune all live branches within 5' of the ground on trees larger than 6" in diameter at the branch collar. Retained trees smaller than 6" in diameter are exempt from this pruning requirement
- Buck and pile all existing down wood between 2" and 8" in diameter.

#### **Piles**

- Slash and/or pre-existing down wood shall be bucked into pieces 8 feet or less in length prior to piling.
- Once a pile meets the minimum diameter and height; slash may be added vertically on the edge of a pile to prevent the pile from toppling.
- Construct compact piles, with a good base to prevent the pile from toppling. Core of pile should be constructed in a parallel configuration, similar to pencils in a box.
- Do not construct pile on down logs, rotten stumps or rocks.
- Minimum pile size is 4 feet wide by 4 feet long and 4 feet tall. The height of piles may increase without increasing the width and length of the piles. Maximum size of piles is 10 feet wide by 10 feet long by 10 feet tall.
- Location of Slash Piles - No piles shall be made in stream channels, roads, on private property boundaries/section lines or drainage ditches.
- Piles shall be located outside of residual/leave tree driplines, in openings and areas of low tree densities to minimize damage to residual trees when piles are burned. The distance from a residual/leave tree drip line will be adjusted by the pile size.
- Distance from residual tree drip line by pile size:

6 Feet for a pile 4 by 4 by 4  
7 Feet for a pile 5 by 5 by 5  
8 Feet for a pile 6 by 6 by 6  
9 Feet for a pile 7 by 7 by 7  
10 Feet for a pile 8 by 8 by 8  
11 Feet for a pile 9 by 9 by 9  
12 Feet for a pile 10 by 10 by 10