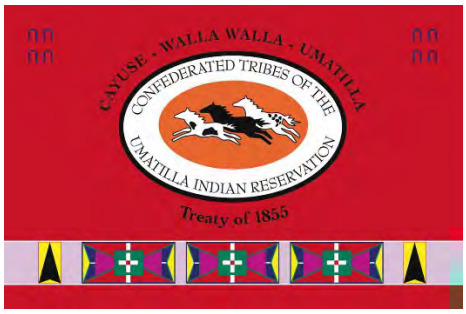

Request for Proposals (RFP)

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

Forth RTRL Hand Thinning - 2021

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

Technical Contracts: Andrew Addessi (andrewaddessi@ctuir.org) (541) 429-7245
Eric Carlson (ericcarlson@ctuir.org) (541) 429 - 7225
Chris Harris (chrisharris@ctuir.org) (541) 429-7246

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

Critical Dates:

Site Tour:	September 30th, 2020
Proposal Submission Deadline:	November 4th, 2020 (3:00pm)
Tentative Award Selection (est.):	November 9th, 2020
Contract Award (est.):	November 16th, 2020
Project Initiation:	April/May, 2021 (dependent on weather/access)
Project Completion:	July 31st, 2021

Part I – General Information and RFP Process

Forth RTRL Hand Thinning - 2021

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1. Project Purpose and Location

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is seeking proposals for hand-thinning of 337acres to be completed in 2021. This request describes thinning and associated slash treatment on 8 stand units on the southern portion of the Umatilla Indian Reservation, near Indian Lake. The area is approximately 15 air miles SE of Pilot Rock, Oregon and 22 air miles W of La Grande, Oregon.

The stands in this treatment generally fall within properties purchased by CTUIR from a private landowner in the past decade (the properties are still referred to as the "Forth properties" for this reason). The treatment described in this RFP is one phase of a Reserved Treaty Rights Lands (RTRL) funded restoration treatment for these properties.

The Forth properties consist of several Tribal fee tracts that contain younger age-class dry ponderosa pine, mixed conifer and lodge pole pine stands. Historically, these stands developed under a more frequent fire regime. However, due to over a century of fire exclusion and several high-grade logging entries, the stands are deficient in large overstory trees, particularly of fire adapted species like Ponderosa pine and Western larch. The understory is now dominated by overstocked, stunted, shade-tolerant conifers and Lodgepole pine.

The primary objective of this hand thinning treatment is to remove defective and diseased conifers from the understory, lower the proportion of regenerating shade tolerant tree species (i.e. grand fir) as well as reduce density of lodgepole pine where more preferred species are available. We also seek to establish tree spacing in a way that prepares these stands for a prescribed broadcast burn in Fall 2021/2022.

The terrain on this project is a gentle upland plateau generally less than 25% slope. All cut material will be left on-site. Approximately 90% of the acreage (~304 acres) will be lop-and-scatter only. There are two units totaling 33 acres that will require compact piles to be constructed from the thinned material. There are also additional specifications related to thinning under overstory tree drip lines, pruning lower limbs of mid-sized trees, and fuel abatement near road ways

The thinning units are located on portions of the Reservation with the legal description of: T2S, R34E: Sections 15, 16, 21, & 22 of the Willamette Meridian in Umatilla County. Unit locations and Forest roads to access the properties are highlighted on attached access maps. (Attachment A.)

All attached maps can be provided in a georeferenced .pdf format upon email request to 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 as early as Spring of 2021, the exact date will be contingent on when roads to project area are accessible. We anticipate late April/Early May to be a safe estimate. Regardless of start date, The project must be completed by **July 31st, 2021**; with final invoices submitted on or before **August 7th, 2021**.

1.4 Closing Date for Submission

The closing date for submission will be **November 4th, 2020 at 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:

Confederated Tribes of the Umatilla Indian Reservation
DNR Range, Ag & Forestry Program
Attention: RaeAnn Oatman
46411 Timíne Way
Pendleton, Oregon 97801

And/or

raeannoatman@ctuir.org

The outer email subject line or envelope should clearly read **"Forth RTRL Hand Thinning - 2021 – SEALED BID, DO NOT OPEN".**

Bids will be evaluated at 3:00 pm of the due date.

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 **October 30th, 2020**. 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 **November 2nd, 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 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 is currently scheduled for Wednesday, September 30th, 2020, weather permitting. The tour will embark from the Nixyaawii Governance Center in Pendleton at 8:30am:

46411 Timíne Way
Pendleton, Oregon 97801

Please coordinate with the personnel listed as technical contacts if you are interested in attending the tour. Alternative meeting locations can be arranged (such as in Pilot Rock, Oregon) or at Indian Lake Campground for contractors traveling from La Grande, OR and points East.

During the tour, we request that you respect basic physical distancing guidelines including wearing face coverings, particularly when in proximity with others outside of your immediate group, and avoiding sharing of equipment/materials with others.

DO NOT attend the tour if you have been in recent contact (14 days) with anyone confirmed or suspected of having COVID-19, or if you have recently experienced any respiratory, cold, or flu-like symptoms including any of the following: Fever, cough, shortness of breath, chills, muscle pain, headache, sore throat, or loss of smell or taste.

Due to physical distancing guidelines, CTUIR personnel will not have the ability to offer carpool or space on their UTV during the tour.

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)**.** *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 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

2. Technical Requirements

2.1 Overview

The intent of this sub-contract is a precommercial hand thinning and slash treatment on 8 forested stand units. The total area for thinning is approximately 337 acres. This work is to be completed within the 2021 season, and must be completed prior to July 31st, 2021.

The project area is in the vicinity of Indian Lake, within the South portion of the Umatilla Indian Reservation, approximately 15 air miles SE of Pilot Rock, Oregon and 22 air miles W of La Grande, Oregon. (See Attachment A for maps of project area).

The stands in this treatment generally fall within properties purchased by CTUIR from a private landowner in the past decade (the properties are still referred to as the "Forth properties" for this reason). The treatment described in this RFP is one phase of a Reserved Treaty Rights Lands (RTRL) funded restoration treatment for these properties.

The Forth properties consist of several Tribal fee tracts that contain younger age-class dry ponderosa pine, mixed conifer and lodge pole pine stands. Historically, these stands developed under a more frequent fire regime. However, due to over a century of fire exclusion and several high-grade logging entries, the stands are deficient in large overstory trees, particularly of fire adapted species like Ponderosa pine and Western larch. The understory is now dominated by overstocked, stunted, shade-tolerant conifers and Lodgepole pine.

The primary objective of this hand thinning treatment is to remove defective and diseased conifers from the understory, lower the proportion of regenerating shade tolerant tree species (i.e. grand fir) as well as reduce density of lodgepole pine where more preferred species are available. We also seek to establish tree spacing in a way that prepares these stands for a prescribed broadcast burn in Fall 2021/2022.

Thinning also provides the opportunity to provide increased spatial heterogeneity across the landscape important for big game species habitat. An objective of this treatment is to remove trees in a manner that will mimic *post natural disturbance* conditions. **Leaving desirable trees individually and in groups / clumps of multiple individuals will more closely reflect historical reference conditions than traditional thinning based on strict spacing requirements (See Section 2.2.2 for a schematic of desired spatial arrangement).**

The terrain on this project is a gentle upland plateau generally less than 25% slope. All cut material will be left on-site. Approximately 90% of the acreage (~304 acres) will be lop-and-scatter only. There are two units totaling 33 acres that will require compact piles to be constructed from the thinned material. There are also additional specifications related to thinning under overstory tree drip lines, pruning lower limbs of mid-sized trees, and fuel abatement near road ways.

The major goals of this project are to:

A. Reduce the risk of wildfire through fuel abatement activities and provide conditions favorable for safe broadcast burn.
B. Reduce the density of trees existing in units to within recommended stocking levels appropriate to stand's site.
C. Remove 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.

The thinning units are located on portions of the Reservation with the legal description of: T2S, R34E: Sections 15, 16, 21, & 22 of the Willamette Meridian in Umatilla County. Unit locations and Forest roads to access the properties are highlighted on attached access maps. (Attachment A.)

2.2 Thinning Specifications

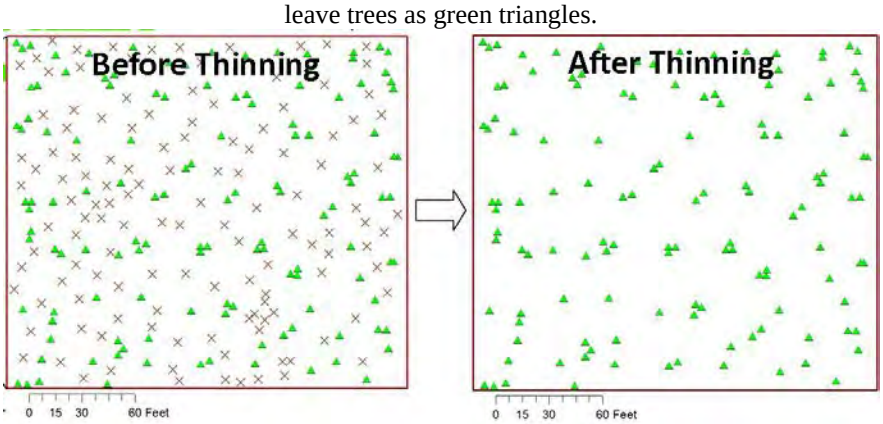
2.2.1 Size Limitation

Trees larger than 10" DBH or less than 2' in height shall not be considered for removal

2.2.2 Average spacing of leave trees

Average spacing between leave trees should average 15' x 15'. However, individual trees can be slightly closer or further than average, it is more important to retain trees of good health and form and of the desired species (see below) and that other specifications in this contract are also followed. Figure 1 shows a desired spatial pattern of leave trees that results from varying the thinning distance between leave trees and also following other requirements in this contract.

Figure 1: Illustrates the desired distribution of leave trees after thinning, with cut trees represented with an X and leave trees as green triangles.



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) 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)
7) Good vigor, as evidenced by dark green coloration and good leader and strong internodal growth
8) Small lateral branch diameter
9) Horizontal lateral branch orientation

The precommercial sized trees that are retained should be the largest and healthiest trees of the 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.

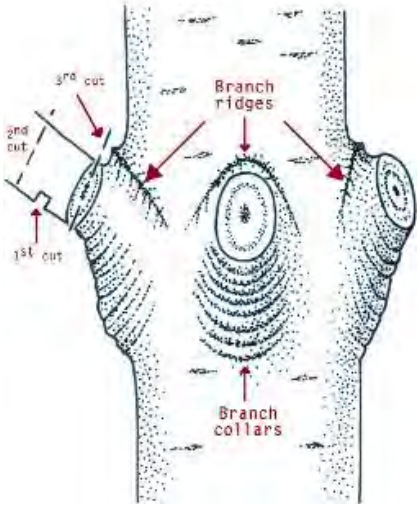
2.2.5 Ladder Fuels

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 10"dbh 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.

Any woody vegetation (including shrubs) that fall under an overstory tree's dripline and has branches/leaves within 5 vertical feet of that trees lowest live branch shall be cut to the ground and scattered away from the tree.

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 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.

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.

Many of the stands adjacent to the hand units are designated for mastication thinning in the same season (separate contract). Should hand thinning contractors be working in the vicinity of the mechanical thinning operator, it will be important to maintain communication with CTUIR technical staff and mastication thinning project foreman to avoid working too closely to mastication equipment.

Any precommercial sized tree falling within 10' of a unit boundary along a road shall be removed.

Cut trees shall also be felled within 10' of the following: telephone poles, established land corners (monuments), drainage ditches, culverts and cultural resource site boundaries (designated with blue and pink flagging). Cut trees shall be felled away from these structures as well as perennial and intermittent streams, and slash shall be pulled away from these structures.

Cut trees shall not be crisscrossed or jackstrawed when felled. If fences are damaged by the contractor, the damage must be reported to the inspector immediately and any repairs to fences are the responsibility of the contractor and must be completed by the end of the next work day.

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 Lop and Scatter

Slash depth shall not exceed 24 inches from the ground line to the highest limb. This may require bucking tree lengths, lopping limbs on up to three sides, and/or scattering slash to attain less than a 24 inch slash depth. All slash shall be placed on or near the ground surface, so that it shall not lean against or be suspended by an uncut tree, stump, log, or any obstacle.

For controlling ips beetle populations, all lodgepole and ponderosa pine slash which is greater than 3" in diameter must be lopped into pieces less than 36" long (3 feet) and scattered in an opening.

Cut trees shall be directionally felled away from leave trees. Felling into the surrounding open area will eliminate the accumulation of slash among the remaining trees**. No remaining slash is to be within 5 feet of the bole of leave-trees**, which will require moving slash away from leave trees.

All slash created by operations performed under this contract shall be pulled back at least 10 feet from creeks, roads, trails and other significant sites as displayed on the attached contract map or as listed in section 2.2.7.

All slash created by operations performed under this contract shall be removed at least 15 feet above all culvert intakes.

2.3.2 Piles

Within the pile units, piles shall be constructed as follows: Slash more than 2 inches in diameter as a result of precommercial thinning activities and/or pre-existing down wood 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.

2.3.3 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. Pile size may increase by a foot for each additional 2 feet the pile is away from the drip line of any crop tree.

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

2.4 Thinning Unit Specifications

Table 1: Summary of Thinning Unit specifications. Thinning units generally correspond to a single stand type. Unit characteristics are below

Unit	Predominant Stand #	Plant Association	Treatment	Acres	Current QMD	~Estimated current Trees per acre	Thinning Spacing*
1	1071	ABGR/VASC-LIBO2	Pile	26.7	5.9	458	15'x15'
2	1214	PICO(ABGR)/ VASC/CARU	Lop	21.0	7.1	397	15'x15'
3	1215	PICO(ABGR)/ VASC/CARU	Lop	21.5	7.1	397	15'x15'
4	419	PICO(ABGR)/ VASC/CARU	Lop	80.9	6.1	212	15'x15'
5	1175	ABGR/LIBO2	Lop	102.3	5.9	317	15'x15'
6	275	PSME/PHMA	Pile	6.2	17.0	99	15'x15'**
7	961	PICO(ABGR)/ VASC/CARU	Lop	66.5	3.6	536	15'x15'
8	986	ABGR/VASC-LIBO2	Lop	12.0	5.8	539	15'x15'

Total Acreage: 337.1 Acres

*Average Spacing is meant for guidance only. Preferred tree species should be retained and left in groups following thinning specs outlined throughout Section 2.2, and further that mimics stand structure following natural disturbance patterns as described in Section 2.2.4.

**Thinning within the Aspen Exclosure Unit should prioritize releasing regenerating aspen from conifer encroachment. Any precommercial sized conifers growing within 30' of Aspens should be removed, and thinning spacing of 15'x15' maintained elsewhere in unit.

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

Additionally, the inspector will take notes on each specification while walking between units or along the perimeter of the unit on how the specifications are generally met across the unit. This will be the basis of an additonal 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**	**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**
Slash Treatment								
Slash depths are less then 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**
Total Unit Quality % (out of 100)								**79**

Notes on Scoring:

For each plot/unit, scores are from 1-5.

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")

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.

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

$1500 will be retained from the first processed invoice as a deposit for enforcing the following penalties on the remaining units. This deposit amount, less any assessed penalties, will be returned on the final invoice after successful completion of the contract:

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 assesseed for any units not completed by July 31, 2021. The penalty will be nonpayment for the unit and a $1000 fine for non-completion of the contract.

4.4 Penalty for Litter

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

4.5 Penalty for Severe Damage to Leave Trees

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

5 Cultural Resources

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

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

Part III – Proposal Requirements

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

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

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

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

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

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

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

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

Part IV – Selection Criteria

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

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

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

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

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

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

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

PART V -
SCHEDULE B: Project Budget
Forth RTRL Hand Thinning - 2021

SCHEDULE OF ITEMS						
ITEM NUMBER	THINNING UNIT	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
001	1	Precommercial Thinning: Pile	26.7	ACRES	$_____	$_____
002	2	Precommercial Thinning: Lop and Scatter	21.0	ACRES	$_____	$_____
003	3	Precommercial Thinning: Pile	21.5	ACRES	$_____	$_____
004	4	Precommercial Thinning: Lop and Scatter	80.9	ACRES	$_____	$_____
005	5	Precommercial Thinning: Lop and Scatter	102.3	ACRES	$_____	$_____
006	6	Precommercial Thinning: Pile	6.2	ACRES	$_____	$_____
007	7	Precommercial Thinning: Lop and Scatter	66.5	ACRES	$_____	$_____
008	8	Precommercial Thinning: Lop and Scatter	12.0	ACRES	$_____	$_____
	ALL	Sub-total	337.1	ACRES		$
	N/A	TERO TAX*	N/A	N/A	__%*	$
		TOTAL				$

Name of Firm: _____

Address: _____

_____

_____

Phone Number: _____

By: _____
(signature)

Title: _____

Price Valid for _____ days

TERO Tax-

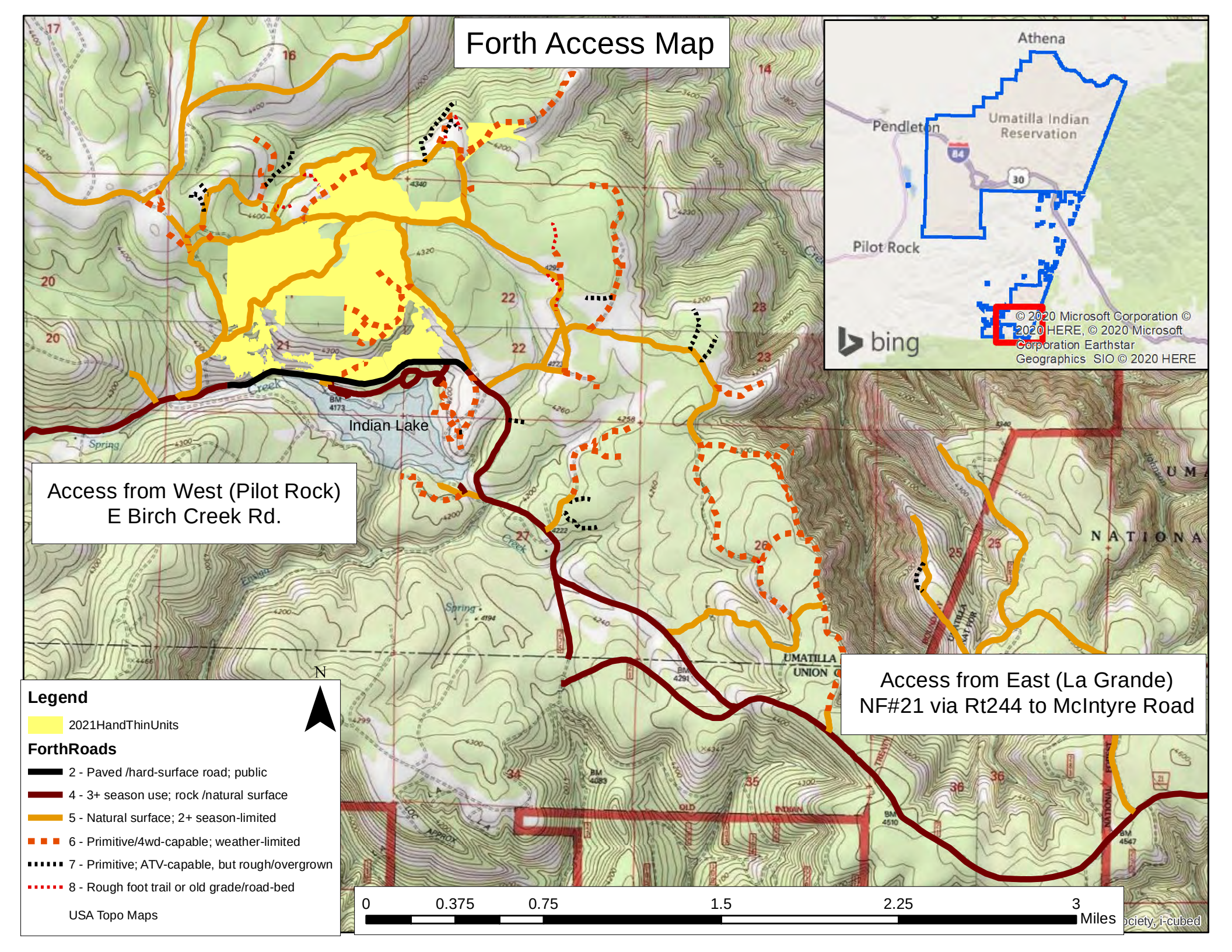
Please Review Part II -Section 6 in this RFP regarding TERO and contact their office directly for more guidance on the TERO compliance tax and whether it will apply to this project. Any tax rates, if applicable, are the responsibility of the contractor and should be factored into the bid rates for the 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:

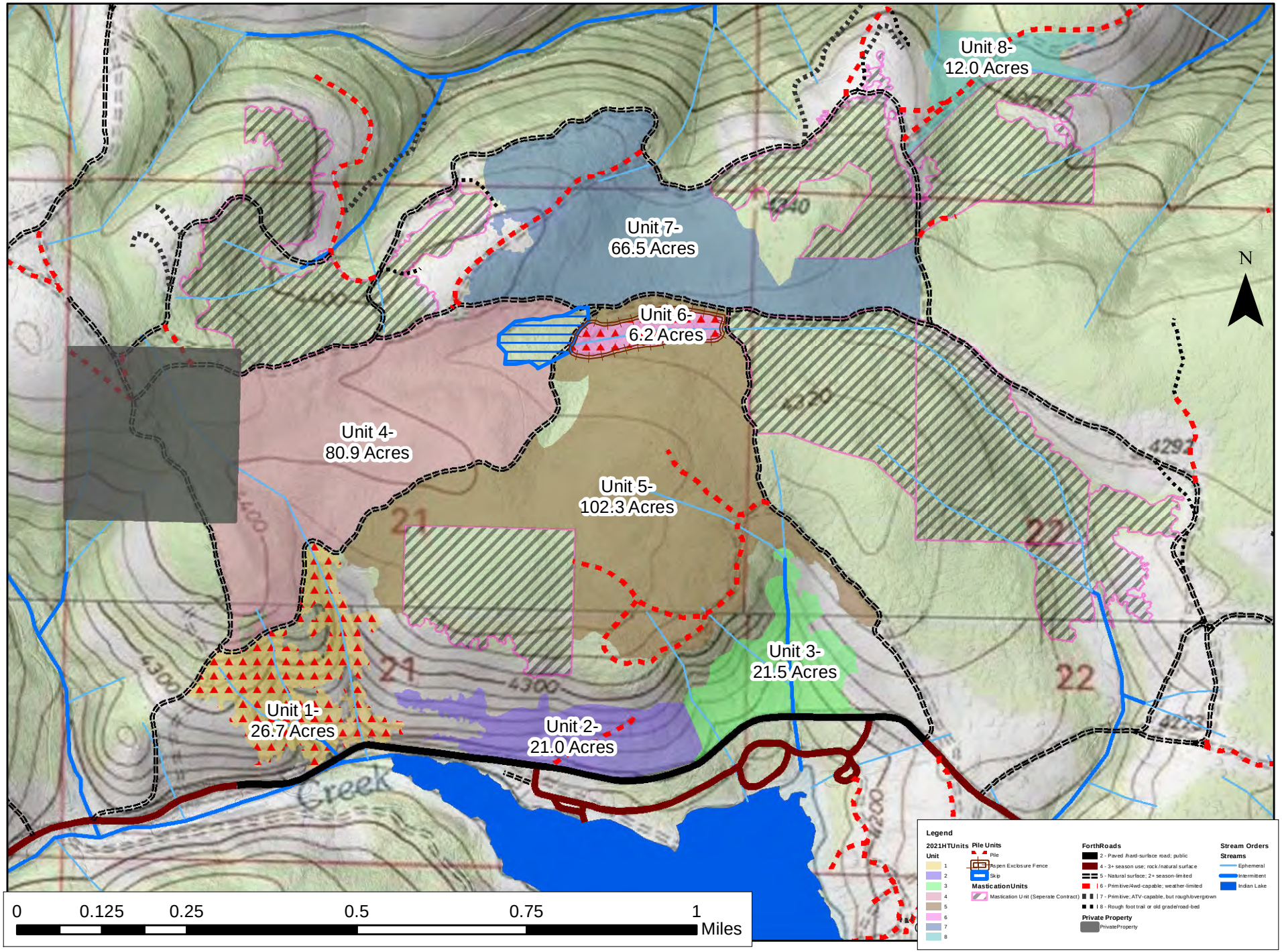
$0 - 24,999	n/a
$25,000 - $99,999	4%
$100,000 - $999,999	3%

Performance Bond-

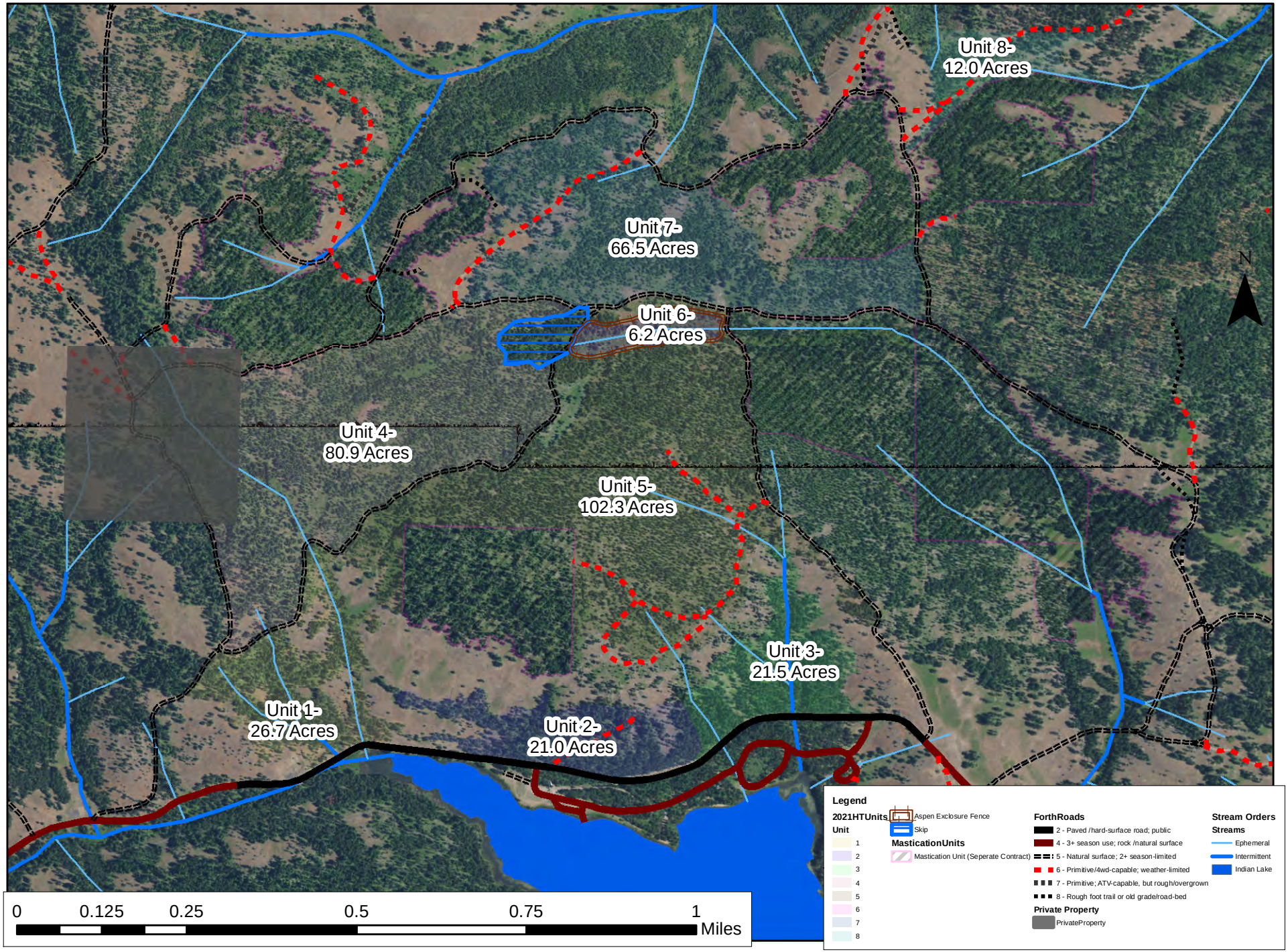
It is a requirement that contractors secure a performance bond on projects with a total budget over $100,000. Projects under $100,000 do not require a performance bond. Any costs incurred for securing a performance bond will be the responsibility of the contractor and should be factored into the bid rates for the project items.


Forth Access Map
Athena
Umatilla Indian Reservation
Pendleton
Pilot Rock
84
30
© 2020 Microsoft Corporation © 2020 HERE, © 2020 Microsoft Corporation Earthstar Geographics SIO © 2020 HERE
bing
Indian Lake
Access from West (Pilot Rock)
E Birch Creek Rd.
Access from East (La Grande)
NF#21 via Rt244 to McIntyre Road
N
Legend
2021HandThinUnits
ForthRoads
2 - Paved /hard-surface road; public
4 - 3+ season use; rock /natural surface
5 - Natural surface; 2+ season-limited
6 - Primitive/4wd-capable; weather-limited
7 - Primitive; ATV-capable, but rough/overgrown
8 - Rough foot trail or old grade/road-bed
USA Topo Maps
0
0.375
0.75
1.5
2.25
3
Miles

Forth 2021 Hand Thinning Units (TOPO)



Forth 2021 Hand Thinning Units (Aerial)



Forth RTRL Hand Thinning Specifications Cheat Sheet

- **Thin to 15' x 15' average spacing. Natural clumps and gaps are good but overall should average 15' x 15'. Remove ladder fuels under Commercial-sized Trees.**
- **Cut stump low, not more than 6" from ground**
- **Keep healthy defect-free Western Larch and Ponderosa Pine. Grand fir can almost always be removed unless there are no other species nearby. Lodgepole Pine should be thinned in favor of healthy Western larch, Ponderosa Pine, and Douglas-fir**

Lop and Scatter

- **Lop and scatter slash. Keep at least 5' from leave trees. Keep slash bed less than 2' height off the ground.**
- **Keep slash at least 10' feet from roads, fences, culverts and other structures**
- **Chop large diameter (3"+) pieces of pine to less than 2' lengths. Scatter in open.**
- **Prune lower live branches of commercial sized trees that drop below 5' from ground. Cut any shrubs within 5' vertical feet of lowest remaining live branch.**

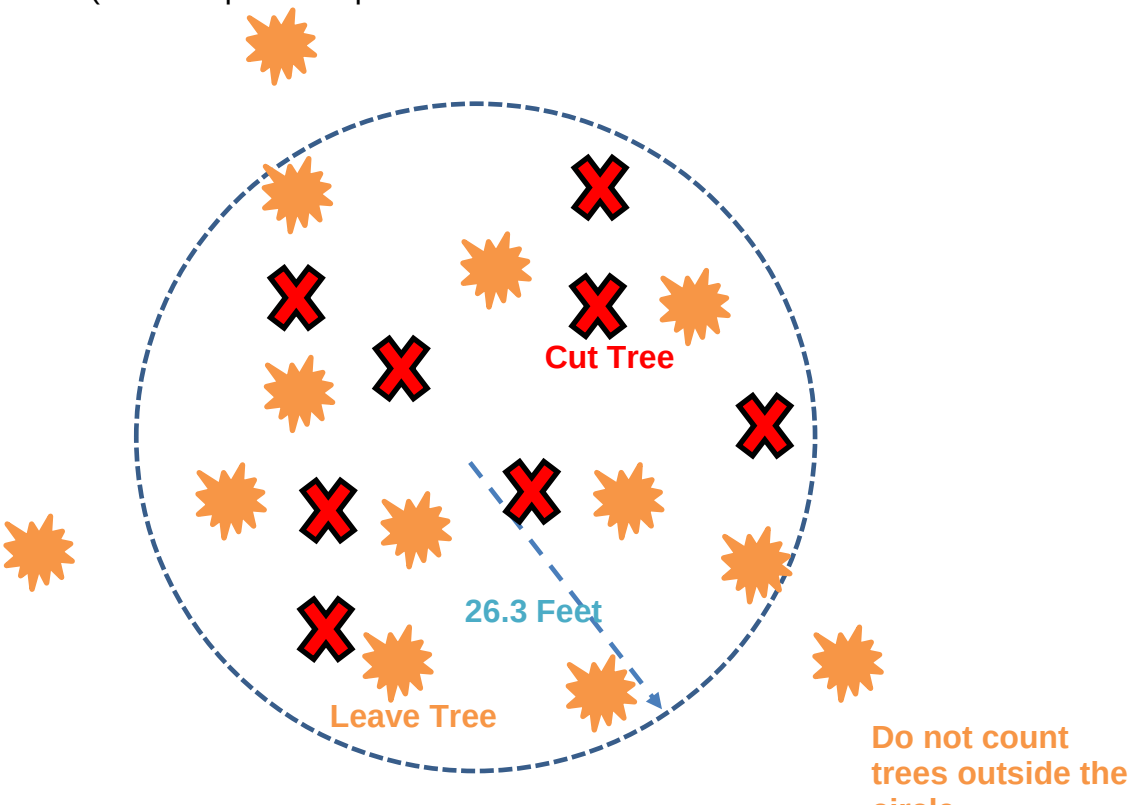
Piles

- **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 the 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

To check leave tree spacing:

Pace between trees.
Average* spacing between leave trees should approach 15'x15'
*(individual trees can be closer or further than average, it is more important to retain good trees of desired species).

Alternatively, pull a tape that is 26.3' long and spin it in a circle.
This circle is a 1/20th acre plot. There should be on average 10 leave trees within this circle (10 trees/plot x 20 plots/acre = 200 trees/acre