

INCHELIUM FORESTRY

**EXCAVATOR PILING
BID PACKETS**

Friedlander

COR Phillip McLaughlin 509-722-7095

Bid Packet Contents:

- **Cover Letter (Contents)**
- **Exhibit A Map**
 - **Timber Sale Map**
 - **Enhanced Map of Purposed Blocks**
- **Attachment "A"**
 - **Work Specifications**
- **TERO Document**
 - **Compliance and Utilization Plan**
- **Debarment Certification**

BIDS WILL BE ACCEPTED AT THE INCHELIUM FORESTRY OFFICE OR BY MAIL

POSTMARKED AND DATED UP TO:

4:30 PM ON MAY 27TH, 2024

ATTACHMENT "A"

WORK SPECIFICATIONS INCHELIUM DISTRICT

A. EQUIPMENT

Equipment used for this contract will be limited to an excavator with the following specifications:

- a. Track Mounted
- b. 360 degree rotation
- c. Hydraulic boom
- d. Boom mounted brush rake and hydraulic thumb
- e. Low ground pressure (less than 8.5 psi)
- f. Suitable guards and protection for work in a forest environment that may include 60% slopes, loose or rocky ground, stumps, slash and brush.
- g. Compliance with all equipment manufacturer, Federal, and State laws, regulations and instructions for work of this nature.

B. SPECIFICATIONS:

All standing live trees greater than five (5) inches in diameter will be left in place unless otherwise told by COR. Slash less than eight (8) inches in diameter will be compactly piled, free of dirt, and causing minimal soil displacement or compaction.

Pile 100% of the unit although a minimum of 50% soil scarification to mineral soil will also be required throughout the unit.

PILES

Excavator shall stay on all existing trails and other disturbed areas. Excavator will be required to pile all piles on existing trails (**Where Possible**). All piles will be no larger than eight- (8) feet in height and sixteen (16) feet in diameter. Piles shall be placed a sufficient distance from reserve live trees and reproduction to prevent damage during burning.

Operators shall exercise care not to damage-established regeneration or seed sources. Mechanical piling may be halted due to high soil moisture, snow cover or frozen ground.

BRUSH

All deciduous brush more than two feet in height will be pulled from the ground with the attached roots exposed to dry. Root wads are to be free enough of soil to prevent resprouting or re-rooting.

The excavator will be limited to slopes less than 60% as directed by the Officer-in-Charge. Machinery will not be allowed in any streamside management zone or riparian area without written direction of the Officer-in-Charge.



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE

Post Office Box 150 - Nespelem, Washington 99155-0150

Office: (509) 634-2716 Fax: (509) 634-2740

E-mail Address:

marv.mcclung.ter@colvilletribes.com



FY 2019 ~ 10/1/2018 - 9/30/2019

~ COMPLIANCE AND UTILIZATION PLAN ~

CONTRACTORS / SUBCONTRACTORS
SUPPLIES / SERVICES

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN ~ (a) Contractors: Each contractor or subcontractor intending to engage in business activity on the Reservation or on lands owned by the Tribes, prior to the time it commences work, must submit a contracting, subcontracting, employment, and/or training plan to the TERO. Contractors or subcontractors shall not commence or continue work until an acceptable plan for implementing their obligations under this Chapter has been approved by the TERO. (March 2014 Version of Chapter 10-1).

PROJECT NAME / CONTRACT NUMBER:

SITE LOCATION:

AWARDING AGENCY / CONTRACTING OFFICER: PHONE:
Inchelium Forestry/ Rob Laramie 509-722-7095
Inchelium Forestry/Phillip McLaughlin 509-7227095

PRIME CONTRACTOR: PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):
P.O. BOX 329 INCHELIUM WA. 99138

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

SUBCONTRACTOR: PHONE:

COMPANY REPRESENTATIVE (Last, First, M.I.): PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

Title 10 YES NO State or Other Industrial Insurance YES NO
Tribal Affiliation

SCOPE OF WORK TO BE PERFORMED:

TITLE 10-1-26 EMPLOYMENT RIGHTS FEE: An Employment Rights Fee, to help defer the cost of regulating and providing services under this Chapter, will be assessed on all covered employers, including all contractors, sub-contractors and reservation-based employers as follows: (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(a) Contract Fees: The TERO shall assess a Contract Fee equal to 5% of the total gross contract price, on all contracts in the sum of \$5,000.00 or more where the majority of the work under the contract is to be performed within the Reservation or lands owned by the Tribes. The Contract Fee shall be assessed on the entity receiving the contract award. Where a construction or other type of contract involves subcontracting, the entity acting as prime contractor or awarding the subcontracts shall be responsible for paying the Contract Fee, including those attributable to the subcontractors. The Contract Fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the Director may authorize a covered employer to pay the Contract Fee in installments over the course of the contract. (Amended 9/18/08, Resolution 2008-719) (Amended 5/10/10, Resolution 2010-303) (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

PROJECTED GROSS CONTRACT AMOUNT: TERO ADMINISTRATIVE FEE: (Lump Sum Payment)
START DATE: \$ \$

~ NOTICE TO PROCEED ~

This Compliance and Utilization Plan has been reviewed and found to be fully acceptable on behalf of the TERO Commission and the Tribal Employment Rights Office, and has thus been granted this notice to proceed; dated this Day of , 2018/2019. By signing this document, the covered employer agrees to maintain compliance with CTC, Title 10, and ALL rules and regulations of the TERO and the TERO Commission.

X CONTRACTOR'S SIGNATURE

X DATE

TERO Director or Compliance Officer Signature

Approve Disapprove

Date

NOTED AMENDMENTS:

~ PROJECT SUBCONTRACTORS LIST SUBMITTED FOR T.E.R.O. APPROVAL ~

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN:

(a) Contractors:

(2) Contracting and Subcontracting Plan: A required contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into and the projected dollar amounts thereof. If the entity has already selected a contractor or subcontractor to perform any contract or subcontract work, it shall list the name of that contractor or subcontractor and indicate whether or not it is a contractor or subcontractor certified as Indian preference eligible by the TERO. If the contractor or subcontractor is not certified as Indian preference eligible, the entity shall further indicate why each certified contractor or subcontractor, if any, registered with the TERO, that was technically qualified to perform the work was not selected. The plan shall also indicate how the entity intends to comply with the contracting and subcontracting provisions of this Chapter when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

TITLE 10-3-7 INDIAN PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS:

This section should be reviewed in its entirety as it is very comprehensive in the legal definition outlining the requirements as obligated by the entity in the award process for any and all subcontracting to be performed on this project.

TITLE 10-1-28 RESPONSIBILITY FOR EVALUATING TECHNICAL QUALIFICATIONS AND REASONABLE PRICE:

(a) Technical Qualifications: The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. TERO shall be provided notice of any pre- construction meetings to assist in compliance. However, if the entity determines that there are no certified firms that are technically qualified, the Director may require the entity to provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it could take to upgrade its qualifications. If a certified firm that was disqualified on the grounds of technical qualifications believes that the disqualification was the result of an improper effort by an entity, contractor, or subcontractor, to circumvent its preference responsibilities under this Chapter, it may file a complaint with the TERO under the provisions of section 10-1-31. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(b) Reasonable Price: An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), or the establishment of a prototype cost ceiling before bidding commences. No entity may reject a certified firm and then contract with a non-certified firm at the same or higher price. Any contract modification in price that is justified is not a circumvention of this section. Any entity found to have violated this requirement by such circumvention shall be liable for treble damages for any losses suffered by a certified firm as a result of the entity's actions.

~ EACH CONTRACTOR SHALL REVIEW THE TITLE 10 CERTIFIED LIST IN AN EFFORT TO EFFECTIVELY ADMINISTER TO INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING ~

All subcontractors, are subject, and shall administer to the same Compliance & Utilization requirements as well as the Indian preference in hiring obligations as they are so recognized by the prime contractor on this Compliance & Utilization.

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|---------------------------|----------------|-------------------------|---------------|-------------|
| COMPANY NAME AND ADDRESS: | | COMPANY REPRESENTATIVE: | PHONE NUMBER: | FAX NUMBER: |
| SUBCONTRACT AMOUNT: \$ | SCOPE OF WORK: | | | START DATE: |
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| SUBCONTRACT AMOUNT: \$ | SCOPE OF WORK: | | | START DATE: |

TOTAL SUBCONTRACTING DOLLAR AMOUNT:

\$ _____

TOTAL INDIAN PREFERENCE SUBCONTRACTING DOLLAR AMOUNT:

\$ _____

NOTE: The 5% TERO fee shall not be assessed on an Indian-owned firm that is certified under the Title 10 and owned by a Colville Tribal Member.

TITLE 10-1-18 TRAINING:

- (a) As part of a compliance and utilization plan, or pursuant to requests or orders from the Director to help bring an employer into compliance with the provisions or goals of this Chapter, TERO may require covered employers to participate in training programs to assist Indian preference eligible individuals to become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribes' Apprenticeship Training, Employer and Labor Services (ATELS) certified training program or a union apprenticeship program, the Tribes shall make a best effort to share the costs of such training programs but employers may also be required to share part or all of the cost. Employers with collective bargaining agreements with unions may use apprenticeship programs, so long as they obtain agreement from the unions to use only Indian preference applicant as apprentices on the project. If no Indian preference apprentices are available, unions shall make available apprenticeship positions for Indian preference applicants.
- (b) Both the Tribes and the employer shall share the responsibility and cost of providing cultural synergy training for employers and employees. Employers may be required to integrate culturally appropriate employee assistance programs as necessary for the employer to retain Indian preference eligible employees. The Director and covered employers may agree to initiate specialized programs designed to optimize opportunities for Indian preference individuals. (Amended 2/5/04, Resolution 2004-94) (Certified 2/9/04)

~ The Colville Confederated Tribe's Employment and Training Center have Project 477 Federal funding available to administer to the employment, education, skill training, child care, and other related social services to be effected under a single plan. The amount of coverage available is directly contingent upon funds available ~

~ REQUEST FOR RENTAL EQUIPMENT ~

An Indian preference policy on **ALL** rental equipment will be maintained where applicable. **ALL** Indian preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) at random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of **Title 10 Certified** rental equipment that is available to assist you with the timely completion of your project.

| EQUIPMENT REQUESTED: | CONTRACTOR / SUBCONTRACTOR: | QUANTITY: |
|----------------------|-----------------------------|-----------|
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~ REQUEST FOR PRODUCTS OR SUPPLIES ~

An Indian preference policy on **ALL** products and supplies will be maintained where applicable. (**Buy Indian Policy**) ALL "**Buy Indian Products**" will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of Indian-owned suppliers, vendors, manufacturing, repair and maintenance firms that shall be utilized at every opportunity by the contractor / subcontractor during the administration of this contract and all activities therein.

| PRODUCTS OR SUPPLIES REQUESTED: | CONTRACTOR / SUBCONTRACTOR | QUANTITY: |
|---------------------------------|----------------------------|-----------|
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~COMMENTS~

This space is provided for the contractor / subcontractor to express any **hand written** comments or concerns regarding the Title 10, the Compliance & Utilization Plan, or any of the requirements therein. Any and all comments and concerns will be so duly noted and entered into the contract file in their entire.



Confederated Tribes Of The Colville Reservation



Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters.

- I. The Offeror certifies, to the best of its knowledge and belief, that
- A. The Offeror and/or any of its Principals-
1. Are () are not () presently debarred, suspended, proposed for debarment, are declared ineligible for the award of contracts by any Federal, State Agency or Tribal Government;
 2. Have () have not () within a 7 year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, tribal or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and
 3. Are () are not () presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of the offenses enumerated in subdivision 2 of this provision.
 4. Have () have not () within a 7 year period preceding this offer have a civil or criminal judgement rendered against them by a tribal court for any offenses related t Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firms status as an Indian contractor.

The Offeror has () has not () within 7 year period preceding this offer had one or more contracts terminated for default by any Federal agency, State agency or Tribal Government.

- II. Principals for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (general manager, plant manager and or similar positions. This certification concerns a matter writing the jurisdiction of an agency or the United States and the making of a false fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United Sates Code.

The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in

the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Tribes, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the above information is true, correct and complete.

Company Name

Typed/Printed Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature and Date

NOTICE TO ALL BIDDERS

PLEASE BE SURE TO INCLUDE A VALID COPY OF SAM.GOV CREDENTIALS PRIOR TO UNDERGOING THE BIDDING PROCESS. YOUR BID WILL NOT BE ACCEPTED AND YOU CANNOT BE AWARDED A CONTRACT WITHOUT PROOF OF THIS REQUIREMENT.



