

## Request for Proposal (RFP)

### Pre-Commercial Thinning Contract for the Shoalwater Bay Indian Tribe SBITPCT22-1

#### Requested by the Shoalwater Bay Indian Tribe Natural Resources Dept.

We are seeking the services from qualified and experienced Forestry Contractor who has experience in Pre- Commercial Thinning. The unit that is ready for pre-commercial thinning is approximately fifty-five (55) acres located in the Shoalwater Bay Indian Tribe Forestlands located in Tokeland, WA. **All work must be completed by March 31, 2023.**

The project consists of furnishing all required materials, supplies, equipment, tools and personnel to perform all necessary labor for the as detailed by the plans and specifications.

The successful proposer will demonstrate, on the part of the lead planner, knowledge and experience in tribal/local/regional and state levels of Forest practices.

The Shoalwater Bay Indian Tribe reserves the right to waive any informality in the proposal process and will award the contract(s) based upon the qualifications and experience of a contractor that best meets the type of work necessary and that are deemed to be in the best interest of the tribe.

Copies of location maps and specifications are available at the Shoalwater Bay, Tribal Center located on 2373 Old Tokeland Road, Tokeland, WA 98590

**Proposal Due Date: 09/30/2022** by 4:00 p.m. Pacific Time

#### Instructions for Submitting Proposals:

1. Submissions by email must be submitted to:

[solicitations@shoalwaterbay-nsn.gov](mailto:solicitations@shoalwaterbay-nsn.gov)

Subject line: SBIT Pre-Commercial Thinning Contract SBIT PCT22-1

2. Submissions of proposals must be mailed to the following address:

Procurement

Shoalwater Bay Indian Tribe

P.O. Box 130

Tokeland, WA 98590

Proposals shall be clearly marked stating- "SBIT Pre-Commercial Thinning Contract SBIT PCT22-1- Do Not Open"

3. For any questions on the bid and requirements, please contact [solicitations@shoalwaterbay-nsn.gov](mailto:solicitations@shoalwaterbay-nsn.gov) by email only. All questions will be placed on and answered on the Tribe's website. Questions will be accepted until 09/07.

### **Closing/Opening Date and Time and Method of Solicitation:**

1. Proposals will be accepted by email up to 4:00 pm Pacific time on 09/30/2022, late submissions will not be considered. All timely responses to this RFP will be considered. The Shoalwater Bay Indian Tribe reserves the right to reject any and all proposals including those proposals received after the closing date and time.
2. This RFP has been published through the Shoalwater Bay Indian Tribe website as well as local and national media.

**Disputes:** Protest must be in writing, within 14 days after the Request for Proposal has been awarded and the submitters notified, the protest must be on valid grounds, and the Tribal Administrator or an assignee will review the protest and make a determination, which will be final and cannot be appealed. To start the deadline for the protest claims, all submitters will be informed by certified mail their bid was not accepted.

The successful bidder shall maintain insurance limits of \$1,000,000 for general liability, personal injury, property damage, and auto liability. Bids shall be submitted on Exhibit "C" Bid Form and accompanied by a bid proposal deposit in the form of a bid bond or certified check or cashier's check, made payable to the Shoalwater Bay Indian Tribe in an amount of \$1,000.00. A Performance Bond of 25% will be required at contract signing.

### **Required Credentials and Qualifications**

Qualified candidates will possess the following education, background, and experience:

#### **Required:**

In determining the lowest responsible bid, the following elements will be considered:

- Maintains a permanent place of business;
- Has adequate equipment to do the work properly and expeditiously;
- Has a suitable financial status to meet obligations incident to the work;
- Has appropriate technical experience.
- Each bidder shall possess state and local licenses required by law, and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract.

#### **Preferred:**

- Be registered on Sam.gov website

Qualified candidates must provide the following:

- Resume or qualification papers showing relevant work performed;
- At least three references for relevant work performed;
- DUNS number, EIN, SSN, or CCR number; and
- Acknowledgment of willingness to submit to a background investigation if selected.

Qualified candidates must meet the requirements as eligible to do business with the Federal Government as stated in Subpart 9.4—Debarment, Suspension, and Ineligibility [https://www.acquisition.gov/far/html/Subpart%209\\_4.html](https://www.acquisition.gov/far/html/Subpart%209_4.html)

## **Scope of Work**

### **PRE-COMMERCIAL THINNING SPECIFICATIONS**

1. The target Spacing and Stocking Levels to leave after thinning on all units (to be attained on each acre) shall be 12' x 12' (approximately 300 trees/acre).
2. The CONTRACTOR will select to “leave” the best available crop trees (tallest, healthiest and best formed) which are found growing closest to the desired spacing, regardless of species. Damaged, diseased, or poorly formed trees may be left only if they are the best available.
3. Species preference when trees are of relatively same size and vigor: 1) Cedar; 2) Douglas fir; 3) Hemlock; 4) Spruce and 5) Alder
4. If a forked tree is the best available crop tree, leave both forks intact (it will be counted as one tree). For all species, either cut both forks or leave both forks.
5. When working around an opening in the stand, the trees should be selected first around the perimeter of the opening and then back into the denser part of the stand.
6. All trees over 4' tall that are not selected as “leave trees” shall be cut down. Stump heights shall not exceed one foot. No trees shall be left leaning against a leave tree; all cut trees will be felled to the ground and severed completely from the stump.
7. Remove all slash from roads, cut-banks, and ditches, same day cutting is done. No slash should protrude beyond crop trees nearest the road. CONTRACTOR will not be required to pile any slash.
8. Inspections will be made periodically and/or upon request for payment of completed areas. SBIT has the right to inspect CONTRACTOR's progress and quality of work at any time. If, upon examination, more than 110 percent of the maximum number of trees stated in paragraph 1 above remain after thinning, the CONTRACTOR will retreat the acres not meeting the specifications before final contract payment is made.
9. If, upon examination, less than 90 percent of the minimum number of trees stated in paragraph 1 above remain after thinning, the CONTRACTOR will be penalized 20 percent of the contract price on the acres not meeting the specification.

10. SBIT in no way guarantees the number of stems to be removed or the amount of effort required to bring the units described up to the standards of this agreement. CONTRACTOR acknowledges that it has prepared its bid and enters into this contract based upon its inspection of the sites and the development of its own evaluation of the sites.
11. All work and materials furnished under this contract will be subject to SBITs inspection and approval.
12. Contractor, employees and subcontractors must be legally eligible to work in the State of Washington and must have proper documentation.

### **Shoalwater Bay Indian Tribe's Qualified Tribal and/or MBE, WBE, DBE Preference**

The entity or individual qualifies for Tribal and/or MBE, WBE, DBE preference if the following conditions are met:

#### **If Native owned:**

- The company must be at least fifty-one (51) percent Native owned;
- Native ownership is only established by a Member(s) of a US Federally recognized Native American Tribe, nation or band, which includes Members of Federally recognized Alaskan Native villages, communities, and corporations;
- The qualifying Member(s) must be an active participant(s) in the company (not just a figure head(s));
- The company must have appropriate business license(s) and company and/or staff must have appropriate certifications for specific field(s); and
- The company must have the requisite experience and staff expertise to complete the contract.

#### **If MBE/WBE/DBE owned:**

- Minority group members are United States citizens who are Asian-Indian, Asian-Pacific, Black, Hispanic and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals (i.e. the management and daily operations are controlled by those minority group members.)
- A Woman-Owned Business Enterprise (WBE) is defined as one that is at least 51% owned, operated and controlled on a daily basis by one or more female American citizens.
- DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

Applicants seeking Tribal/and or MBE, WBE, DBE preference shall submit the following applicable documents during the procurement/bidding process:

- Documentation of membership by a US Federally recognized Native American Tribe,
- Nation or band, including member of federally recognized Alaskan Native villages, communities, and corporations and proof of at least 51 percent Native ownership
- Business license certifications, business structure documents (sole proprietor, partnership, incorporations, LLC), insurance and bonding capabilities.
- Tribe shall require all other necessary licensing documentation specific for the service provided
- (Industry Standard) Portfolios that include proof of the experiences and staff expertise in the specific field listed, resume of jobs completed, and references.
- Business plan that includes proof of the experience and staff expertise in the specific field, projected financials and references.
- Any other documentation or pertinent information required by the Tribe. The Tribe shall have sole discretion in determining other requirements under this policy.
- For compliance and enforcement purposes each entity seeking Tribal preference is required to maintain a separate UBI and Federal EIN number.
- Documentation certifying MBE, WBE, and/or DBE status.

### **Provisions**

1. The selected contractor will be required to submit to and satisfactorily pass a background investigation.
2. The selected contractor will be required to maintain insurance limits of \$1,000,000.00 for general liability, personal injury, property damage, and auto liability.
3. The selected contractor acquire a Performance Bond of 25% upon contract signing.
4. If required, all parties must submit with their proposals a statement detailing their employment and training opportunities and their plan for providing preference to Indians. All contractors must observe the Shoalwater Bay Indian Tribe's preference policy.
5. The Shoalwater Bay Indian Tribe shall conduct all procurement transactions in a manner that provides fair, full and open competition.
6. The Shoalwater Bay Indian Tribe shall provide fair and equitable treatment for all persons or firms who are in the business of supplying goods and services.
7. The Shoalwater Bay Indian Tribe wish to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available.
8. The Shoalwater Bay Indian Tribe shall take reasonable affirmative steps to assure that DBE's, WBE's and MBE's are used when possible but without infringing on Indian preference where Indian preference is applicable.
9. The Shoalwater Bay Indian Tribe shall not use federal grantor funds to do business with any entity who is disbarred in accordance with the Federal Government Disbarment list.
10. Request for Proposals may be terminated by The Shoalwater Bay Indian Tribe at any time for cause.
11. Each party submitting a proposal is certifying that he/she has not colluded with any other person, firm or corporation in regard to securing the services being solicited.

12. No employee, Officer, or agent of the Shoalwater Bay Indian Tribe may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontractors.

13. Negotiation: Provisions not addressed by this solicitation will be negotiated with the professional once a selection has been made.

14. Agreement: The selected professional will enter into an enforceable agreement that fully conforms to the contracting provisions pursuant to OMB 2 CFR 200. Copies of these requirements are online at <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-320>

**BID FORM****SHOALWATER BAY INDIAN TRIBE**

**THE UNDERSIGNED BIDDER**, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this bid; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

**RECEIPT AND ACKNOWLEDGEMENT OF ADDENDUM(S): THE UNDERSIGNED BIDDER** acknowledges receipt and consideration of the addendum(s) as listed below:

None

**ADDENDUM NUMBER:**

**ADDENDUM DATE:**

<b>ADDENDUM NUMBER:</b>	<b>ADDENDUM DATE:</b>

**HEREBY PROPOSES** to furnish all required materials, supplies, equipment, tools, and personnel to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this bid is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Payment Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within five (5) calendar days after the acceptance of this bid, and further agrees to complete the work in fourteen (14) CALENDAR DAYS (stipulated in the Contract Agreement) from the date of the issuance by the Owner of a Notice to Proceed authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of:

\_\_\_\_\_ DOLLARS  
 \$ \_\_\_\_\_

as a bid guarantee which the undersigned agrees is to be forfeited to and become the property of the SHOALWATER BAY INDIAN TRIBE (as liquidated damages), should this bid be accepted and the Contract be awarded to the bidder, and the bidder fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within five (5) calendar days as above stipulated, but otherwise the bid guarantee shall be returned to the undersigned upon the signing of the Contract

and delivery of the approved bonds and evidence of insurance to the SHOALWATER BAY INDIAN TRIBE.

**BID FORM**

DATED IN \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

If an Individual:

\_\_\_\_\_  
doing business as:  
\_\_\_\_\_

If a Partnership:

\_\_\_\_\_  
by: \_\_\_\_\_  
Names of other partners

If a Corporation:

\_\_\_\_\_  
by: \_\_\_\_\_  
Title: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
Secretary  
(Corporate Seal)

Business Address of Contractor:

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



**EXHIBIT C**

**PRE-COMMERCIAL THINNING CONTRACT BID MPCT-2021**

**Firm Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Labor & Industries Acct. #** \_\_\_\_\_

**Employment Security Acct. #** \_\_\_\_\_

**Farm Labor License #** \_\_\_\_\_

**Department of Revenue UBI Acct. #** \_\_\_\_\_

**Federal Employer Identification #** \_\_\_\_\_

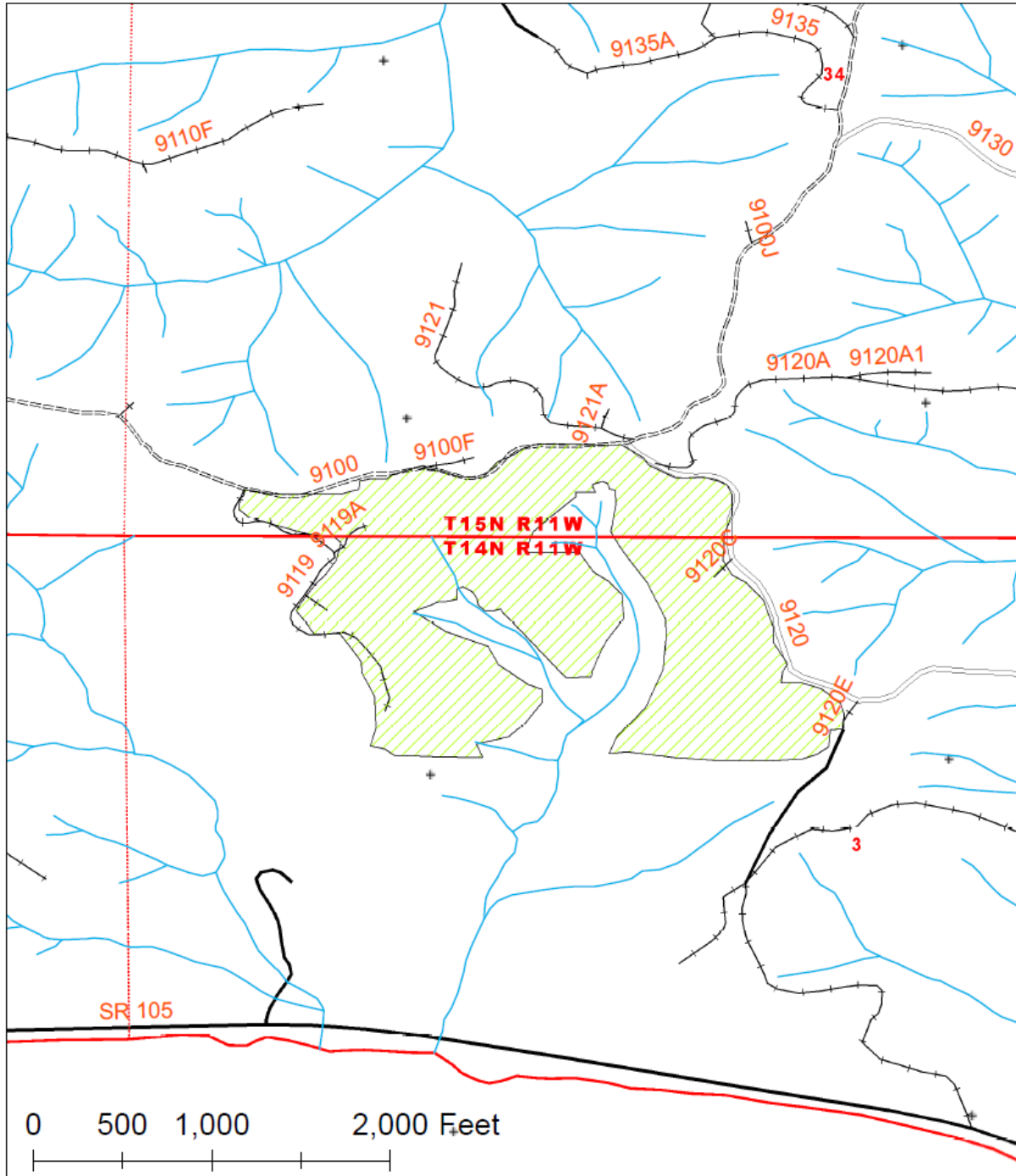
**2022 PCT BID**

Unit Name	Legal Description	Acres Estimate	Age	Trees Per Acre Estimate	Total Price
3005	T_14N R_11W Sect. 3,34	55	19	1,296	\$
<b>Bid Total</b>		<b>55</b>			<b>\$</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

\_\_\_\_\_ **A Bid Deposit in the amount of \$1,000.00 is attached to this bid.**



**SBITPCT22-1**  
**UNIT3005**  
**T14N R11 S3-34**  
**Shoalwater Bay Indian Tribe**  
1:9,000 DSW2022

**Legend**

PCT-Boundary	Mainline
Highway	Spur
Branch	Streams

