

Shoalwater Bay Indian Tribe



CALL FOR SEALED BIDS 2024 TREE PLANTING SERVICES RFP #: NR-2024-1

Issue Date: February 22, 2024

Due Date: March 26, 2024

TABLE OF CONTENTS

for

TREE PLANTING SERVICES CONTRACT

CALL FOR BIDS
BID PACKAGE DIGEST
EXHIBIT A - MAPS
EXHIBIT B - UNIT DESCRIPTION TABLE
EXHIBIT C - BID FORM
BID BOND FORM
PERFORMANCE BOND FORM
BIDDERS EXPERIENCE AND REFERENCES
CERTIFICATE OF INSURANCE [provided by bidder]

CALL FOR BIDS

Shoalwater Bay Indian Tribe 2024 TREE PLANTING SERVICES CONTRACT

Shoalwater Bay Indian Tribe invites you to bid on its 2024 Tree Planting Services Contract. The package consists of approximately 44,250 seedlings on approximately 123 acres of recently logged forestland on the Shoalwater Bay Indian Reservation. (SBIT)

Sealed bids will be received at the Shoalwater Bay Indian Tribe's tribal center office, located at 2373 Tokeland Road Tokeland, WA 98590, until 10:00 am on Tuesday, March 26, 2024. There will be no public opening of the bids for the 2024 Tree Planting Services Contract. Results will be posted on the Tribe's website after evaluation at [Shoalwater Bay Tribe \(shoalwaterbay-nsn.gov\)](http://shoalwaterbay-nsn.gov). Bids received after the day and hour indicated will not be accepted and will not receive consideration.

Each bid shall be accompanied by a bid proposal deposit in the form of cash, a certified check, cashier's check, postal money order or surety bond payable to the Shoalwater Bay Indian Tribe, in the amount of not less than ten percent (10%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. Should the successful bidder fail to enter into such contract within ten days from the date at which he or she is notified that he or she is the successful bidder, the bid proposal deposit shall be forfeited to the Shoalwater Bay Indian Tribe.

CONTRACTOR shall utilize the Federal E-Verify program to verify that each employee of the CONTRACTOR and any Sub-Contractor who works on this project is legally authorized to be employed in the United States. Before a notice to proceed shall be issued by SBIT, the CONTRACTOR shall provide the SBIT with a certification that the CONTRACTOR has enrolled in and implemented the E-Verify program to determine the employment eligibility of the employees who will perform work on behalf of the CONTRACTOR. If any of the CONTRACTOR's workforce are working under an H2B work visa those documents may be submitted in place of I-9 documents.

The Shoalwater Bay Indian Tribe reserves the right to reject any and all bids or waive any informalities in the bidding, and select whichever bid the Shoalwater Bay Indian Tribe determines to be from the lowest responsible bidder.

You are advised to examine the planting units and to fully read and understand the entire bid package prior to bidding. **A gate key must be checked out from Natural Resources Office to review the site. Please call Donovan Wargo at 360-267-8244 to check out the gate key.** The contract requires a 10% Bid Bond to be submitted with the bid, and a 10% Performance Bond to be submitted at the time of contract signing. All work must be completed within 30 days of start date, start is December 9, 2024 through January 25, 2025. All questions must be emailed to solicitations@shoalwaterbay-nsn.gov. Questions will be answered until March 14, 2024. All questions and responses will be answered on the Tribe's website at [Requests for Proposal » Shoalwater Bay Indian Tribe \(shoalwaterbay-nsn.gov\)](http://shoalwaterbay-nsn.gov).

BID PACKAGE DIGEST

DIVISION I - BIDDING REQUIREMENTS:

1-10 Preparation of Bids

1-11 **Bidders are expected to examine this entire Invitation to Bid and are urged to inspect the work unit(s) prior to submission of any bid. No consideration shall be given any claim of bidding without comprehension of conditions.**

1-20 Submission of Bids

1-21 Mail the entire signed bid package together **with a bid bond in the amount of 10% of the total bid** in an envelope marked "Sealed Bid – Chief Toke 2024 Tree Planting" to P.O. Box 130 Tokeland, WA 98590 or hand deliver to the tribal center of the Shoalwater Bay Indian Tribe, located at 2373 Tokeland Rd, Tokeland, WA 98590. Failure to submit any of the above may result in rejection of the bid. Bid bonds shall be in the form of a certified or cashier's check, personal checks will not be accepted. The bid bonds of the unsuccessful bidders will be released back to bidders once the council accepts the winning bid. If the successful bidder fails to complete all contract requirements, their bond is subject to the laws and ordinances relating to retainage. The Bid Bond will be retained until the contract has been signed and the Performance Bond is in place.

1-22 Telegraphic bids will not be considered.

1-30 Performance Bond

1-31 In compliance with bond requirements, a cash or surety bond in an amount equal to 10% of the estimated contract value is required at the time of contract signing. In addition, 10% of each contract payment amounts shall be withheld. Performance bonds will be released to the CONTRACTOR 60 days after the Tribal Forester has accepted the offer.

1-40 Award of Contract

1.41 Award of contract shall be to the lowest responsible bidder as determined by the Forester. To be considered, bids must conform to the bidding requirements herein, except that the Forester may waive insignificant informalities and irregularities in

bids received.

- 1-42 The Tribe reserves the right to amend this Invitation to Bid by written notification to all bidders at least seven (7) days prior to bid opening.
- 1-43 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-44 Award is conditioned in addition to price, on the CONTRACTOR showing upon request by the Forester the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment and experience of the bidder, and other information which may be secured and have a hearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain units tentatively awarded. In the event of such failure, the SBIT shall be the sole judge of the unit(s) to be selected for award and/or nullification of award. Any such nullification of award will free the SBIT to award the selected unit(s) to the next lowest bidder. The SBIT assumes no liability by reason of such nullification of award.
- 1.45 The SBIT reserves the right to specify size of crew and equipment required to complete the work within the specified time period. Typically, the minimum crew size required is 10. **The CONTRACTOR shall utilize the Federal E-Verify program to verify that each employee of the CONTRACTOR and any Sub-Contractor who works on this project is legally authorized to be employed in the United States. Before a notice to proceed shall be issued by SBIT, the CONTRACTOR shall provide SBIT with a certification that the CONTRACTOR has enrolled in and implemented the E-Verify program to determine the employment eligibility of the employees who will perform work on behalf of the CONTRACTOR. If any of the CONTRACTOR's workforce are working under an H2B work visa those documents may be submitted in place of I-9 documents.** Any Sub-Contractor must also provide a certification that the CONTRACTOR has enrolled in and implemented the E-Verify program to determine the employment eligibility of the employees who will perform work on behalf of the CONTRACTOR.
- 1-46 A notice of intent to award will be mailed to the successful bidder. Within ten (10) days thereafter; certification of insurance, evidence of a valid FARM LABOR CONTRACTOR LICENSE from the Department of Labor and Industries, E-Verify certificate and a work schedule, as specified in clause 2-71, must be received by the SBIT. Failure to submit the required bond and certificates within specified time

is the cause for the bid to be rejected.

DIVISION II - GENERAL PROVISIONS

- 2-11 SBIT: The entity acting by or through an authorized employee or agent.
- 2-12 CONTRACTOR: The person, partnership or corporation to whom the contract is awarded.
- 2-20 Responsibilities and Legal Relations
- 2-21 The CONTRACTOR shall abide by and comply with all the laws and regulations of the United States, State of Washington and City wherein the work is executed in so far as they affect his contract. The CONTRACTOR will make any payments, contributions, remittances and all reports and statements required under said laws.
- 2-22 The CONTRACTOR shall, without additional expense to the SBIT, obtain all required licenses and permits necessary for executing provisions of his contract with the SBIT.
- 2-23 The CONTRACTOR shall save harmless the SBIT, their officers, agents and employees from any and all claims for damages injuries to persons or property that may be sustained by anyone as a result of the performance of the CONTRACTOR, his agents or employees in connection with his contract.
- 2-24 The CONTRACTOR shall have and maintain for the life of the contract liability insurance as follows: No liability shall attach to the SBIT by reason of entering into this contract, except as expressly provided in the contract. CONTRACTOR shall obtain a Certificate of Liability Insurance, naming the Shoalwater Bay Indian Tribe as a named insured, with policy limits for death and/or injury of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Said Certificate of Liability Insurance shall be submitted to SBIT Procurement Officer to commencement of the project. The CONTRACTOR's insurance coverage shall be primary insurance as respect to SBIT. Any Insurance, self-insurance, or insurance pool coverage maintained by SBIT shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SBIT. The CONTRACTOR shall maintain Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington for its employees working on the project. The Contractor shall indemnify, save and hold

SBIT harmless from any and all injuries, property damage, losses, claims, suits, liability or other damage which may result or be suffered by it and its employees from the performance of the services required or from occupancy of the premises.

- 2-25 The CONTRACTOR shall abide by and comply with all law and regulations of the United States, State of Washington, and SBIT wherein the work is executed insofar as they affect the safety, health and welfare of any and all employees.
- 2-26 In the event of legal conflict, the CONTRACTOR agrees to submit to the jurisdiction of the Courts of the State of Washington and further agrees the venue shall be laid in the Pacific County.
- 2-27 SBIT is not liable for delay or non-shipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil unrest, strikes, lockouts, or labor disturbances.
- 2-30 Subcontracting
- 2-31 The CONTRACTOR shall not, without written approval from SBIT, enter into any subcontract or assignment of contract relating to the performance of this contract.
- 2-32 All laws and regulations applicable to the contract also apply to all subcontracts.
- 2-40 Determination of Payment
- 2-41 Compliance and payment for work performed will be based on the following:
- 2-41.1 The flagging, cutting lines, roads. etc., designated as boundaries under Section 2.100, and defined in detail on the Unit Description Table attached, provide the basis for determining acreage satisfactory completed. Failure to complete work to boundaries established by SBIT renders work unsatisfactorily completed. The CONTRACTOR is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries by error. If work extends beyond unit boundaries, charges may be levied against the CONTRACTOR by SBIT for damages suffered, or other parties suffering damages.
- 2-42 Contract Compliance Plots - The Shoalwater Bay Department of Natural Resources (SBDNR) will inspect all work performed with 1/100-acre circular plots. A minimum of one (1) plot per acre will be taken. Inspection plots shall be located in a random unbiased manner. On these plots, all or any portion of the planted tree seedlings will be dug up to determine underground planting quality.

2-42.1 Plot Examination - At each plot, the SBDNR Representative will examine for and record his findings using criteria outlined in paragraph 3-10 through 3-31 and in the Unit description table.

Plantable Spots: The actual number of plantable spots present.

Number of Trees: The total number of trees, excluding natural trees present.

Satisfactory Trees: The number of planted trees that meet all specifications.

Unsatisfactory Trees: By specification or procedure type the number of trees that fail to be satisfactory trees.

Excess Trees: All other planted trees, except naturals, are "excess".

Established Trees: the number of acceptable natural trees existing on the plot, prior to planting, accepted in lieu of planted trees.

2-42.2 The maximum number of satisfactory trees may not exceed plantable spots on any plot.

2-43 Payment Shall Be Made as Follows

2-43.1 Payment shall be made by the month, unit or by total project. Payments shall be made within 30 days of the work being accepted by SBIT.

2-43.2 Partial payment will be made upon satisfactory completion of part of a unit or units as determined by SBIT. Request for partial payment is to be made by the CONTRACTOR utilizing the Tree Planting Record form provided by SBIT. The CONTRACTOR or his authorized representative is to sign the Tree Planting Record form after satisfactory completion of each sub-unit submitted for payment. SBIT Representative will then recommend payment of the Invoice to the Shoalwater Bay Indian Tribe's accounting office for payment processing. (Refer to Section 2-43.1)

2-43.3 CONTRACTOR or his representative and the SBDNR Representative shall sign the Tree Planting Record form at the conclusion of work on each Unit.

2-43.4 In compliance with RCW 60.28.010, 10% of total payment due the Contractors who employ workmen shall be retained for a period of 60 days following final acceptance of the completed unit. Upon receipt of notice, from the State Department of Revenue, and Labor and Industries, that the CONTRACTOR has met all financial obligations related to this unit, the 10% retainage will be returned to the CONTRACTOR.

2.50 Nondiscrimination

2-51 Except to the extent permitted by a bona fide occupational qualification, the CONTRACTOR agrees as follows:

2-51.1 The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. The CONTRACTOR will insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex, or age. Such actions shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training.

2-52 In the event of noncompliance by the CONTRACTOR with any of the nondiscrimination provisions of the contract SBIT shall have the right, as its option, to cancel the contract in whole or in part. If the contract is canceled after part performance, SBIT shall be obligated to pay the contract price for work satisfactorily completed. In the event SBIT suffers damages resulting from such noncompliance, the CONTRACTOR shall be liable.

2-60 Contract Administration

2-61 SBIT will select representative(s) for each unit to enforce compliance of the contract as required in all specifications and to make recommendations for payment.

2-70 Work Schedule and Permission to Begin Work

2-71 Within ten (10) days after receipt of the Notice of Intent to Award, the CONTRACTOR must submit a work schedule in writing showing when he intends to start work, when he will finish, his intended crew strength, and his intended method of housing crews. A form for this purpose will accompany the Notice of Intent to Award. To be satisfactory, the work schedule must show orderly completion of the unit(s) awarded according to the contract requirements herein within the contract period. Failure to return such work schedule will be interpreted as non-interest and SBIT may at its option nullify the award. SBIT may demand revised work schedules at any time during the contract period. Repeated failures to adhere to work schedules resulting from nonperformance will constitute unsatisfactory work progress and breach of contract.

- 2-72 The CONTRACTOR must obtain permission to begin work from SBIT Representative prior to moving into the unit. An informal pre-work conference may be required. In the event the CONTRACTOR stops work for a period of one week or more, the CONTRACTOR must reapply for permission to begin work. SBIT imposed delays of one week or more will not count toward the contract period and lieu-time beyond the original contract completion date will be granted if necessary. In the event the CONTRACTOR begins work without permission, he will be shut down until permission is obtained and any such shutdowns or delays will not entitle CONTRACTOR to lieu-time beyond the original contract completion time.
- 2-73 When indicated on the Unit Description Table(s) work may only proceed on regular Monday through Friday workdays. If allowed, work on weekends or designated State Holidays will require permission from the CONTRACTOR Supervisor.
- 2-80 Work Progress and Contract Performance
- 2.81 The CONTRACTOR shall begin work after award of contract and after receipt of the performance bond and certificate of insurance by SBIT, and after obtaining permission to begin work. The CONTRACTOR shall work diligently until the unit(s) is completed on or before the specific date in the Unit Description Table(s).
- 2-82 CONTRACTOR shall begin work in sub-units mutually agreed to with SBIT Representative. Such sub-units will be defined at the pre-work conference. Sub-units must be satisfactorily completed before work on other sub-units may start.
- 2.83 SBIT may elect to modify, or cancel in whole or any part of this contract, with thirty (30) days written notice in any of the following circumstances:
- 2-83.1 If unforeseen labor strikes, Acts of God, acts of public authorization, war, civil commotion and other problems clearly beyond the control of the CONTRACTOR creating insurmountable obstacles to the completion of the job. Excepting shutdowns or delays caused by Department of Natural Resources enforcement of "fire protection" or "forest practices" laws.
- 2-83.2 If unforeseen weather conditions or operational problems regarding access, tire conditions, and working conditions or the unit interfere with, or delay, completion of the unit beyond the contract period established herein, and on the Unit Description Table(s) attached hereto.
- 2.84 Nonperformance or unsatisfactory performance or willful violation of contract

requirements by the CONTRACTOR as outlined below shall constitute breach of contract and SBIT may at its sole option extend the contract and collect liquidated damages as provided herein or terminate the contract with forfeiture of the bond or declare breach of contract and make claim for actual damages suffered by SBIT.

2-84.1 UNSATISFACTORY PLANTING PROCEDURE - If the plantable spot percentage falls below 93% for any one crew for any part of a day, SBIT Representative will immediately notify the CONTRACTOR or his representative.

a. CONTRACTOR must raise the plantable spot percentage of subsequent planting above the desired 93% level. Failure to raise above the 93% level may constitute a default.

b. CONTRACTOR may be required to replant any area in which the plantable spot percentage falls below the desired 93% level.

During replanting, a second quality inspection will be made. The inspection plots on this quality inspection will not overlap previously inspected plots. Payment shall be based on the result of the second quality inspection.

CONTRACTOR shall not be paid for the unit until the replanting has been done and accepted.

2-84.2 UNSATISFACTORY PLANTING PROCEDURE - If the satisfactory percentage falls below 93% for any one crew for any part of a day, SBIT Representative will immediately notify the CONTRACTOR and/or his representative.

a. Failure of the CONTRACTOR to raise the satisfactory percentage above the desired 93% level may constitute a default or a need for corrective action.

b. The CONTRACTOR may receive a decrease in pay rate when the satisfactory percent is less than 93%. (See section 2-85).

c. Units with a satisfactory percent less than 88% may not be paid until corrective action is taken.

2-84.3 ACCEPTANCE - Prior to acceptance, the contract area is subject to 100% inspection for any area which has been found unsatisfactory. Acceptance will be determined on inspection results showing the following:

a. The plantable spot percentage is 93% or above.

- b. The satisfactory percentage is 93% or above.
- c. All excess material, tree sacks, tools, and rubbish which have accumulated on the unit are removed.

2-85 Payment

2-85.1 Basis for payment will be per thousand satisfactory trees per unit as determined by the inspection plots for quality and quantity. This may not be the same as the total number of trees removed from the shipping bags given to the planting crew for planting in the unit.

2-85.2 CONTRACTOR will receive a payment adjustment based on the satisfactory percentage as determined by the quality inspection plots. The payment adjustment to the original bid rate will be according to the following table:

Satisfactory Percentage	Payment Adjustment
93 % or higher	- 0-
92%	- 1%
91%	-3 %
90%	- 5%
89%	- 7%
88%	-9%
Under 88%	No payment until corrective action is taken.

This payment adjustment will be deducted from the bid rate to determine the rate of pay for the unit.

- a. CONTRACTOR will receive a decrease in pay when the satisfactory percentage is less than 93%. Payment will be calculated based on a reduced payment.

2-90 Fire Responsibility

2.91 The CONTRACTOR shall familiarize himself and his employees with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by Slate personnel for adherence to regulations and presence of lire tools. All spark-emitting engines will be equipped with approved spark arresters.

2-100 Boundaries

2-101 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

2-102 Net Acreage as indicated in the Unit Description Table was measured on the horizontal plane.

2-110 Merchantable Products

2-111 This contract, unless specifically amended, in no way permits the CONTRACTOR to remove merchantable or potentially merchantable products from the operating area for the purpose of sale or use. CONTRACTOR wanting to remove Christmas trees, boughs, brush, pickings, decorative shrubs, or trees, firewood, poles posts and other merchantable or potentially merchantable material must enter into separate agreement with SBIT conforming to law and Tribal policy, and must retain copies of such agreements, contracts or permits on his person during the period when such products are being removed.

2-120 Litter and Refuse

2.121 Litter and/or refuse brought into operating areas used by the CONTRACTOR or employees shall be removed from the premises and disposed of in garbage disposal areas meeting all State, County, and local requirements. Such litter will include refuse resulting from equipment maintenance, abandoned equipment and containers and other expended materials.

2-130 Camping

2-131 Use of SBIT-owned lands, landings and roads by the CONTRACTOR or his employees for the purpose of overnight lodging or camping is prohibited.

DIVISION III TECHNICAL SPECIFICATIONS

3-10 Unit Description Table

3-11 The Unit Description Table details the characteristics and specific work requirements of each unit.

3.12 If specific requirements on the Unit Description Table conflict with these technical requirements, the specific requirements on the Unit Description Table shall prevail.

3.20 Specification for Planting

3-21 PLANTABLE SPOT - A plantable spot is considered to be an area where no acceptable natural tree or planted tree exists, but where mineral soil can be exposed.

3-22 ACCEPTABLE NATURAL TREE - An acceptable natural tree is considered to be an established tree or seedling that is least twelve (12) inches tall and of any of the following species: Douglas Fir, Western hemlock, Sitka Spruce, or Western Red Cedar.

3-23 SATISFACTORY TREE - A satisfactory tree or "SATISFACTORY PLANTED TREE" is considered to be a newly planted tree that meets all planting procedures and specifications.

3-24 SPACING

3-24.1 The spacing on individual planting units is shown on the Unit Description Table(s).

3-24.3 No planted tree seedling will be accepted as a satisfactory tree planted closer than five (5) feet from the nearest planted tree seedling or acceptable natural tree unless specified on the Unit Description Table.

3-25 CLEARING AND SCALPING

3-25.1 All debris, including compacted slash, duff, ashes, rotten wood and loose rock, shall be cleared exposing mineral soil to prepare a planting spot if such debris is not more than twelve (12 inches deep).

3-25.2 Scalping is required by the SBIT; crowns and roots of all living plants shall be removed to expose bare mineral soil in a spot at least nine inches in diameter.

3-26 PREPARING THE PLANTING HOLE

3-26.1 An "open hole" broken out on three sides, deep enough to fully accommodate the tree roots shall be opened: provided the CONTRACTOR shall not be required to dig holes deeper than twelve (12) inches. The hole shall be vertical and located as near the center of the cleared or scalped spot as practical. **The "slit-hole" method of opening the planting hole will not be permitted.**

3.27 TREE PLACEMENT IN PLANTING HOLE - A single tree seedling shall be suspended near the center of the hole with the roots in a near natural arrangement and at a depth that, after filling, packing and leveling, the soil comes to a point about midway between the top lateral roots and the lower needles. No needles or branches shall be covered with soil.

3-28 FIRMNESS OF PLANTED SEEDLING - Moist mineral soil shall be filled in and compacted around the roots, particularly against the roots in the bottom of the hole. Soil compaction shall be such that the tree shall not pull loose by a firm tug on the main stem.

- 3.29 CONDITION OF ROOTS - The roots shall not be scarred or bruised during planting operation. No portion of the roots shall be exposed. The roots shall not be doubled up, twisted, tangled or bunched. There will be no root pruning of planting stock by CONTRACTOR, CONTRACTOR's employees or agents. The planted tree seedling shall be left with the roots vertical and free to grow.
- 3.30 CONDITION OF STEM - The stem shall not be scarred or bruised during the bagging, planting, or soil-firming process. The planted tree seedling shall be left with the stem vertical and free to grow.
- 3.31 The "line" method of planting will be used by the planting crews rather than having the crew randomly scattered on the unit, unless otherwise permitted by the SBIT Representative.
- 3.40 CONTRACTOR and SBIT Obligations
- 3-41.1 The CONTRACTOR shall provide all manpower, adequate crew supervision and serviceable equipment to satisfactorily accomplish planting of the unit(s) described on the Unit Description Table(s).
- 3-41.2 CONTRACTOR agrees to employ one competent non-planting foreman for each crew of up to fifteen (15) planters; a crew larger than 15 will require two non-planting foremen.
- 3.41.3 CONTRACTOR and/or his representative will supervise and direct all planting. CONTRACTOR will allow any on-the-ground instructions from SBDNR Representative: failure to comply with such instructions may cause the SBIT to terminate planting operations.
- 3-41.4 Planting crew - CONTRACTOR agrees to provide a crew that will consist of at least eight (8) planters.
- 3-41.5 Hand tools - CONTRACTOR agrees to provide only hand tools capable of opening a vertical hole, broken out on three sides, and at least twelve (12) inches deep will be acceptable. SBIT reserves the right to specify the type of planting tool to be used. (Refer to Unit Description Table.)
- 3-41.6 Care of planting stock - From time of delivery to the CONTRACTOR, trees shall be kept free from damage at all times. If stock handling procedures show flagrant violation by the CONTRACTOR, a charge equal to the cost to the County of the seedlings involved shall be assessed for the following violations of proper seedling handling procedures:

- a. Failure to keep storage bags closed except when removing trees.
- b. Failure to keep the seedling storage bags within the protective enclosure of the seedling transporting vehicle provided by the CONTRACTOR.
- c. Failure to keep seedling storage bags in shade available.
- d. Stuffing excess seedlings into planting bag.
- e. Holding any seedlings out of the planting bag except for the one seedling to be planted.
- f. Handling or pruning roots to make the seedling more easily planted.
- g. Sitting on or throwing seedling bags or planting bags containing seedlings.
- h. Taking a lunch break with seedlings in the planting bag.
- i. Failure to keep seedlings moist in planting bags when special means for prevention of root drying are provided by SBIT.

3-41.7 Wastage of tree seedlings provided will not be permitted. CONTRACTOR may be assessed up to \$2.00 per seedling for those seedlings found dropped, hidden, or wasted by the CONTRACTOR during the planting operation. The trees found in the inspection plots will be considered representative of the area.

3-41.8 SBIT reserves the right to inspect and cull planting stock in the field.

3-41.9 Transportation of planting stock. The CONTRACTOR shall be responsible for picking up the seedlings daily at the nursery (in the Rochester to Olympia area) and transporting them to the planning site. A seedling transport vehicle will be required to be enclosed in order to protect the seedling bags from the wind, rain and sun.

3-42 SBIT shall be responsible for:

3-42.1 An SBDNR Representative to acquaint the CONTRACTOR with each unit to be planted and to conduct field inspection as detailed in paragraph 2-42.

3-42.2 Boundary marking and access to the unit as reasonable to complete the contract as shown on the map.

3-50 Weather

3.51 SBIT may halt planting operations whenever weather conditions are injurious to the seedlings.

3-52 No planting will be allowed when:

Snow depth is two (2) inches or more.

Soil is frozen to a depth of over one half (1/2) inch.

Air temperature is below 30 degrees F.

Wind velocity (disregarding occasional gusts) is more than 10 mph.

3-53 Planting will be allowed when the upper ten inches of soil is moist and the weather conditions are acceptable.

3-54 Keys – If the contractor loses any keys given to him to access the Shoalwater Reservation gates, the contractor will be charged \$500 per lost key.

3-53 Completion of the Work – All trees must be planted within 30 days of the start date which will occur between December 9, 2024 and January 25, 2025.

DIVISION IV SIGNATURE PAGE

EXECUTED UPON THE DATE STATED BELOW.

Date: _____

CONTRACTOR:

Title:

Shoalwater Bay Indian Tribe:

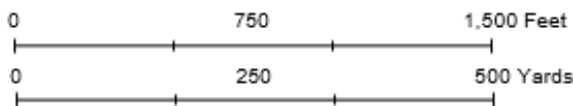
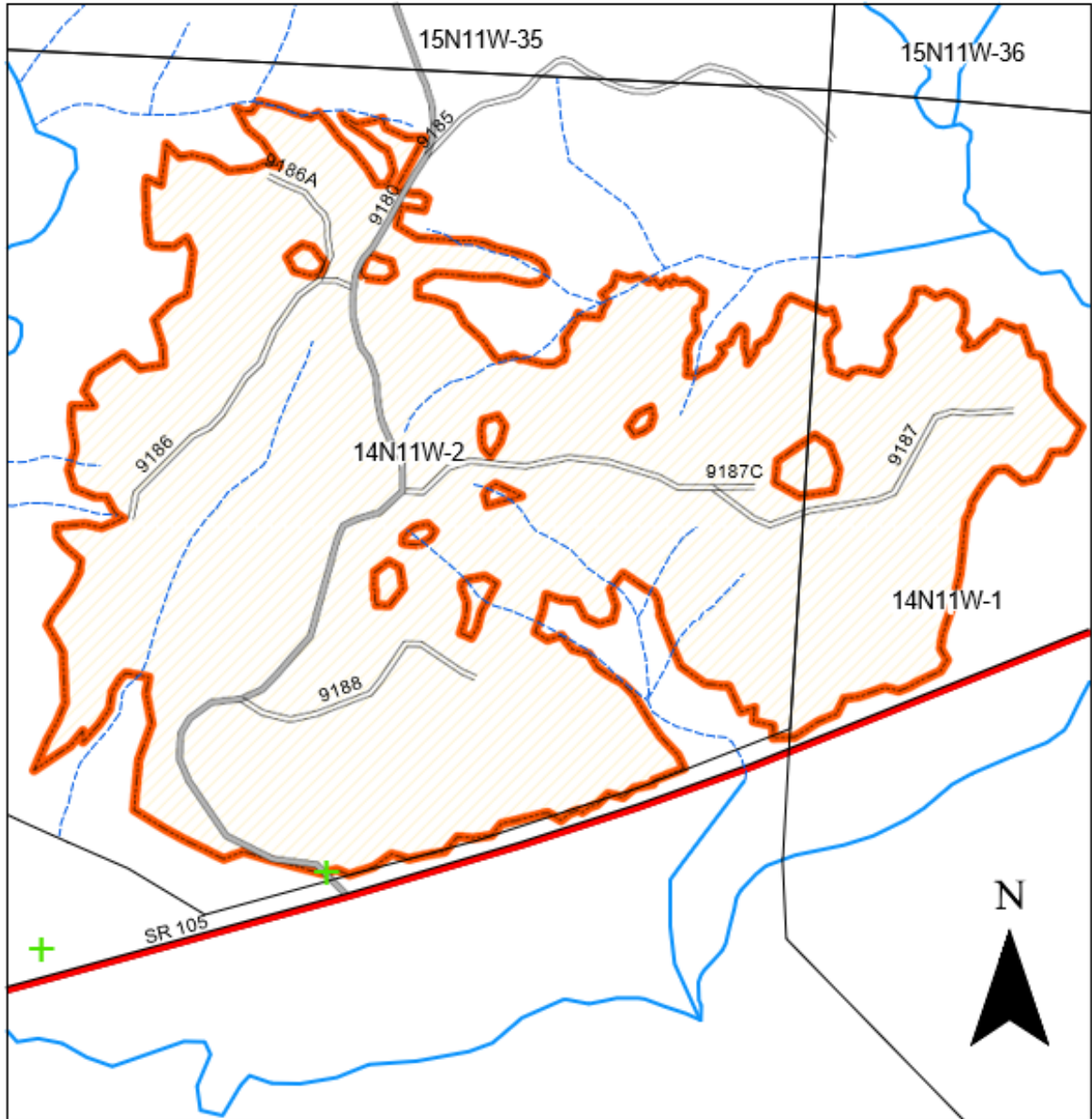
Title:

Quintin Swanson, Chairperson

Chief Toke Timber Sale
FPA #2940525
123 acres
EXHIBIT A

Shoalwater Bay Indian Tribe 2024 Tree Planting Map

T14N R11W S2
T14N R11W S1



Legend

Gates	Stream Type	Primary Public
F	Ns	Spur
Branch	Chief Toke Replanting	

EXHIBIT B - UNIT DESCRIPTION TABLE

TREE PLANTING SERVICES CONTRACT - INVITATION TO BID No. 2024TRPL01

<u>UNIT</u>	<u>DESCRIPTION</u>
Chief Toke 2024	T15N R11W Sec 2; Shovel logged 60% Cable logged 40%; partially piled. Approx. Acres: 123; Planting Spacing: 11x11 Approx. Seedlings: 44,250 Stock: WH, DF, SS, & WRC Plugs
Special Requirements	Bidding shall be by "\$ Per Thousand Trees." All planting shall be done by shovels only. Scalping is required on all planting spots. Plant 8 feet from road edge/ditch-lines. Do not plant on cut-banks. Crew size: Minimum of eight (8) planters. One non-planting foreman is required per up-to fifteen (15) planters. Planting shall begin no earlier than: December 9, 2024 and shall be completed no later than January 25, 2025. A gate key must be checked out in order to review the planting units.

EXHIBIT C - BID FORM

2024 TREE PLANTING SERVICES CONTRACT

In compliance with Invitation to Bid number 2024TRPL01, the undersigned offers and agrees to furnish all services, material, equipment, supervision, transportation and supplies (except for the seedlings themselves) for work described in the attached invitation to bid at the following rates.

Planting Unit	Approx. Acres	Approx. # Seedlings	Stock Size	Spacing	Planting Bid Rate \$/1000 Trees	Total Bid Est. (bid/M x #trees)
Chief Toke Replanting 2024	123	44,250	1+0 Plugs	11' x 11' (350/acre)	\$_____/M	\$_____
Total Estimated Bid for bid bond and bid comparison purposes						\$_____

10% Bid Bond Enclosed?

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Email Address: _____

Address: _____

City, State, Zip: _____

Business Phone: _____

Cell Phone: _____

Washington State Farm Labor License # _____

Washington State L&I # _____

Washington State UBI # _____

Federal Employer Identification # _____

This completed form must be submitted to the Shoalwater Bay Indian Tribe’s tribal center office, located at 2373 Tokeland Rd. Tokeland, WA 98590 by 10:00 AM Tuesday, March 26, 2024 or mailed to P.O. Box 130 Tokeland, WA 98590 in a sealed envelope marked “Sealed Bid: Chief Toke 2024 Tree Planting.” A 10% Bid Bond in the form of a certified or cashier’s check must be included with this bid.