INVITATION TO BID

STREAM ENHANCEMENT, *[LOCATION] ______________________________, OREGON.

This is an invitation to bid on furnishing all equipment and labor to perform stream enhancement services for the Oregon Department of Forestry in *[Location] ____________________________, Oregon, beginning *[Date] ____________ and ending *[Date] ________________.

Further information is available from:

Oregon Department of Forestry
*[District]_________________________________
[Name]_____________________________________
[Address]___________________________________
___________________________________
[Phone Number]______________________________

BIDDER’S NOTE: Bidders are required to provide all requested license and certification documentation with their bid submittal. Failure to do so may result in Bid rejection. Oregon Department of Forestry may seek clarification on requested license and certification documentation. Bidders shall respond to any clarification request within five days after the date of request or their Bid may be rejected.

METHOD OF AWARD: Award will be made on an all-or-none basis.

IMPORTANT INFORMATION: Bidders are responsible for examining work localities and all terms of this Invitation to Bid. No consideration will be given to any claim resulting from bidding without comprehending all instructions, specifications, and/or work conditions.

*PRE-BID TOUR: A tour of the work area is planned for *[date] ____________, 20__. The tour will start from the district office at *[time] ________________.*

ALL BIDDERS PLEASE NOTE: You are urged to consult with your insurance carrier prior to bidding. All insurance and bonding requirements must be received by the *(Department of Administrative Services, 1225 Ferry Street, Salem, OR 97310) (Department of Forestry, 2600 State Street, Salem, OR 97310) *[SELECT FORESTRY IF UNDER $150,000.]* within 10 days after bid is awarded or your bid may be rejected.

ESTIMATES NOT BINDING: Any estimate or other information provided by STATE respecting the physical characteristics of the land, condition, or density of the area or areas to be treated under this contract is for information only and shall not be relied upon by any bidder. By submitting its bid, CONTRACTOR assumes all risk of personally investigating the site and the conditions relating to the performance of the contract. STATE neither represents nor warrants the accuracy of any estimate or information, and bidders agree to bear exclusive responsibility for, and to accept all risks associated with, their estimates of the reasonable costs of the performance of this contract.

BID SECURITY: Bidders shall submit with their bids a cashier’s check, certified check, savings and loan secured check, or bid bond in an amount equal to 10 percent of the total bid amount. This bid security shall be forfeited by a bidder who fails to execute promptly and properly any contract offered, or who fails to return the required performance security and/or...
certificate of insurance in their proper form within the time requirements indicated in this Invitation to Bid. ALL BID SECURITY SHALL BE RETAINED BY STATE UNTIL FINAL CONTRACT AWARD. *[DELETE IF UNDER $75,000]

PERFORMANCE SECURITY: Upon notification of award, the apparent successful bidder shall furnish within ten days a performance bond, cashier’s check, or certified check in an amount equal to *(20) (100) [SELECT 100% IF PUBLIC WORKS OVER $25,000] percent of the award amount on a form prescribed by the *(Department of Administrative Services) (Department of Forestry) *[SELECT FORESTRY IF UNDER $150,000]. Failure to furnish the bond within 10 days may result in bid rejection, forfeiture of bid security (if any), and award of the contract to another bidder. PERFORMANCE SECURITY SHALL BE RETAINED BY STATE FOR A MINIMUM OF 150 CALENDAR DAYS FROM DATE OF CONTRACT COMPLETION. *[DELETE IF UNDER $25,000]

PERFORMANCE: CONTRACTOR shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract.

The STATE, by written notice to CONTRACTOR, may cancel the whole or any part of this contract:

A. If CONTRACTOR fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and

B. If CONTRACTOR, after receipt of written notice from the STATE, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of STATE provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
FORM OF PROPOSAL

The undersigned submits the following bid for furnishing all equipment and labor to perform stream enhancement services for the Oregon Department of Forestry in *[Location]__________________________________________________, Oregon, beginning *[Date] ______________________ and ending *[Date] ____________________.

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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DATE ______________________ SIGNATURE_________________________________________

NAME (Please type or print)_____________________________________________________

TELEPHONE NO. ( ) _______________ TITLE ________________________________
(Toll free, if available)
The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder"...

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined....

1. CHECK ONE: Bidder is [ ] a resident bidder [ ] a non-resident bidder

2. If a resident bidder, enter your Oregon business address: ____________________________

3. If a non-resident bidder, enter state of residency: _________________________________

Bidder certifies that the information provided above is true and accurate.

Signature: ____________________________ Date: ____________________________

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, being first duly sworn, acting in behalf of myself/duly authorized to act in behalf of (firm, corporation, partnership), hereby certify under penalty of perjury that I am/is, to the best of my knowledge, not in violation of any Oregon tax laws. For purposes of this certificate, "Oregon tax laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 and 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Signature: ____________________________

Printed Name: ____________________________

Title: ____________________________ Date: ____________________________
SUPPLEMENTAL SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION: The CONTRACTOR, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon Workers' Compensation coverage that satisfies Oregon law for all their subject workers.

ADDITIONAL INSURED: The liability insurance coverages, except Professional Liability if included, required for performance of the contract shall include the State of Oregon, the *(Department of Administrative Services) (Department of Forestry), *[SELECT FORESTRY IF UNDER $150,000.]* and its divisions, officers, and employees as Additional Insureds but only with respect to the CONTRACTOR's activities to be performed under this contract.

NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the CONTRACTOR or its insurer(s) to the *(Department of Administrative Services) (Department of Forestry), *[SELECT FORESTRY IF UNDER $150,000.]* Purchasing Division. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, its Department of *(Administrative Services) (Department of Forestry) *[SELECT FORESTRY IF UNDER $150,000]*, and its divisions, officers, and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish Certificate(s) of Insurance to the *(Department of Administrative Services,) (Department of Forestry,) Purchasing Division, *[SELECT FORESTRY IF UNDER $150,000.]* prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The CONTRACTOR shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than $1,000,000, or the equivalent. Each annual aggregate limit shall not be less than $1,000,000 when applicable.

"TAIL" COVERAGE: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the CONTRACTOR's insurer will provide such if less than 24 months. CONTRACTOR will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any). *[DELETE IF UNDER $25,000]
AUTOMOBILE LIABILITY: CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Automobile Liability Insurance covering owned, nonowned and/or hired vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $1,000,000, or the equivalent.

CONTRACT PROVISIONS BINDING: The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and the STATE. *[DELETE IF UNDER $25,000]*
LAWS AND REGULATIONS REQUIREMENTS

PAYMENTS, CONDITIONS, AND LIENS: CONTRACTOR shall:

a. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from the employees pursuant to ORS 316.167.

If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor in connection with work to be done under this contract, as such claim becomes due, STATE may pay such claim to the person furnishing the labor or services and obtain reimbursement from CONTRACTOR or from CONTRACTOR’s performance bond. Payment of any claim in such manner shall not relieve CONTRACTOR or surety from obligations with respect to any unpaid claims.

PERMITS, LICENSES, AND SAFETY: CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the operations. STATE may at any time require CONTRACTOR to satisfy STATE that operations under this contract comply with state, federal, and local laws and regulations. STATE may require CONTRACTOR to obtain a permit, license, or approval from the governmental body or agency responsible for administering applicable laws before CONTRACTOR may begin or continue an operation under this contract. In the performance of the operations, CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of CONTRACTOR stated herein shall cease upon the operations being accepted as complete by STATE.

LABOR LAWS AND WAGES: Insofar as applicable to the operations, PURCHASER shall comply with all state and federal laws in the employment and payment of labor.

LAWS, REGULATIONS, AND ORDERS: CONTRACTOR shall at all times observe and comply with all federal, state, and local laws and bylaws, codes, regulations, and ordinances, which in any manner affect the activities of CONTRACTOR under this contract. CONTRACTOR shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

CONTRACTOR shall comply with Oregon laws and with the rules and regulations of the Oregon Forest Practices Act, Oregon State Board of Health, and the Environmental Quality Commission relating to the protection of soil, air, and water resources.

CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973.
SECTION 25.  GENERAL REQUIREMENTS

25.01 CONTRACTOR AND STATE DEFINED.  As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "STATE" refers to Purchaser, as defined in the terms and conditions applicable to this contract.  All persons acting for CONTRACTOR, such as employees, subcontractors, and agents of CONTRACTOR, are included in the meaning of CONTRACTOR.

25.02 CONTRACTOR OBLIGATIONS.  CONTRACTOR agrees to perform and complete the service described in the bid invitation in accordance with the work requirements of this contract and attached exhibits.  CONTRACTOR shall furnish all labor, supervision, equipment, and materials, unless otherwise specified, for the service.

Experienced, qualified supervisors of CONTRACTOR are essential to satisfactory performance of the work.  STATE may consider lack of competent and capable supervision as grounds to reject a bid or terminate this contract.  An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this bid and one year experience supervising crews doing forestry type work.  STATE reserves the right to determine supervisory competence.  Supervisors must be able to communicate fluently in English and in any language that crewmembers use to communicate.

25.03 SUBCONTRACTING.  No part of the work may be subcontracted without written authorization from STATE.  Final billing for completed work shall be accompanied by a statement from each subcontractor, signed by that subcontractor, stating that payment in full has been made for all materials supplied and services rendered by that subcontractor.

25.04 STATE AND CONTRACTOR REPRESENTATIVE.  An employee of the Department of Forestry will be designated as STATE representative to provide directions for work, periodically inspect the work for conformance with specifications, certify work accomplishment, and act as field representative for STATE.

CONTRACTOR shall designate in writing a representative who is authorized to represent and act on behalf of CONTRACTOR in all matters pertaining to this contract.  This representative shall be present on the project at all times.

25.05 TERMINATION.  This contract may be terminated by mutual consent of both parties or by STATE at its discretion.  STATE may terminate work at any time with written notice.  Such notice shall state the extent and effective date of such termination.  Upon receipt, CONTRACTOR shall stop performance under this contract as directed by STATE.  If this contract is so terminated, CONTRACTOR shall be paid in accordance with the terms of the contract for services performed and accepted which cannot be mitigated by resale as provided in ORS 72.7060 (Uniform Commercial Code).

25.06 ROAD ACCESS AND MAINTENANCE.  When CONTRACTOR is required to use STATE forest roads for access to and within work areas, CONTRACTOR shall take measures to prevent damage to the road and shall perform any minor maintenance to protect the road from surface drainage.  However, STATE will accept responsibility for any general maintenance where tractor work or machine grading is required.  In case of damage
by others, which impairs or prevents access by CONTRACTOR, STATE will do any of the following: (1) arrange for repair work if feasible, (2) arrange with CONTRACTOR for alternate work at the same pay rate, or (3) cancel that portion of the work affected by lack of access.

25.07 FIRE RESPONSIBILITY. If a fire occurs on a work area while the operation is in progress, CONTRACTOR shall immediately make every possible effort to control and extinguish the fire and continue this effort until the fire is extinguished. CONTRACTOR is also responsible for all fire fighting costs incurred by CONTRACTOR, STATE, or Association for fires resulting from CONTRACTOR's operations, or willful, malicious, or negligent acts of CONTRACTOR. Further, CONTRACTOR shall save harmless STATE or Association from any and all costs, damage, and loss which STATE or Association may incur from such fires.

Open fires are not allowed at any time without permission from STATE. STATE also has the authority to suspend any or all work due to fire hazard.

25.08 SAFETY OF OPERATIONS. Safety shall be stressed at all times. Any unsafe condition or activity shall cause operations to be suspended until the condition or activity is corrected. CONTRACTOR assumes full responsibility for the safety of employees and equipment.

25.09 PAYMENT. CONTRACTOR may request monthly payments for certified work completed each month. STATE will inspect the work and certify the amount of work done according to work specifications. Final payment will be made when all work is certified.

If work is terminated for convenience, as provided by Section 25.05, STATE will pay for all certified work. STATE may offer adjusted payment for certain work not done according to specifications if the work was done diligently and defects were not caused deliberately or maliciously.

SECTION 26. PROJECT REQUIREMENTS

26.01 LOCATION OF WORK. The enhancement project is located on Oregon Department of Forestry land in the *[location]_____________________. The project area is located in the *[legal description]_____________________, *[county]____________________ County, Oregon.

26.02 DESCRIPTION OF WORK. This work is designed to improve stream habitat for anadromous fish by placement and construction of in-stream and off-stream structures on a *[number]______ foot segment of the *[river]___________ River.

Complete the following work in accordance with specifications provided below and in Exhibit A, instructions from STATE and as marked in the field. Furnish all materials unless otherwise specified. Construct structures as detailed below:

Site #1. *
Site #2.

Site #3.

Site #4.

Site #5.

Boulder Placement. *[number]____________ boulders shall be placed in groupings or in berms that span the stream channel. Boulder placement shall be done as directed by STATE. Boulders shall be a minimum of 1 cubic yard in size.

The boulders may be obtained from the rock pit located on STATE land in the *[legal description]______________________________, or other locations acceptable to STATE. Rock pit development shall be in accordance with Exhibit B.

Boulder Accountability. Boulder accountability shall be determined by STATE. STATE shall issue a receipt for each load delivered. CONTRACTOR shall give STATE 24 hours notice prior to boulder hauling. Boulder placement locations shall be properly prepared and approved by STATE prior to boulder placement. Boulder placement will be permitted only when weather conditions are acceptable to STATE and when a STATE representative is present.

Tree Placement. Trees shall be moved from the adjacent stream banks or winched or yarded from adjacent sideslopes into the stream channel. Excavation of trenches in stream banks may be necessary before moving trees into position. Some trees will require placement of boulders next to trees. Trees will generally range in size from *[no. of feet] ______________ feet in diameter and *[no. of feet] ______________ feet in length. Every effort shall be made to retain as many branches as possible.

26.03 DURATION OF CONTRACT. CONTRACTOR shall perform all contract work without delays unless prevented by weather or other conditions beyond his control. STATE shall secure permits necessary for in-stream work. CONTRACTOR shall complete all contract work prior to *[date]______________________, unless otherwise approved in writing by STATE. No work shall start prior to *[date]____________________, unless approved in writing by STATE.

26.04 STREAM PROTECTION. All reasonable precautions shall be taken to protect stream beds and banks from unnecessary damage and to prevent unnecessary muddying of the water. Equipment used in and near the water must be in good working condition with no oil, hydraulic, anti-freeze, fuel, or other petroleum product leaks. If a leak occurs during the progress of work, the piece of equipment must be removed from the water and repaired prior to continuing work.
26.05 MATERIALS AND SERVICES FURNISHED BY STATE:

a. Designated representative to acquaint CONTRACTOR with areas and access roads and to represent STATE in administration of the contract.

b. Periodic inspection of work for compliance and certification of CONTRACTOR's work.

c. Boulders may be excavated at rock pit on STATE land in *[legal description] ___________________________. Trees are located on STATE land in vicinity of work site.

26.06 MATERIALS AND SERVICES FURNISHED BY CONTRACTOR:

a. All equipment necessary to complete work specified in contract.

b. All costs of equipment, operation, and transportation.

c. All required safety equipment and training.

d. Designated representative to supervise contract operations and represent CONTRACTOR.

e. CONTRACTOR may leave equipment and material at work site. However, STATE will not be responsible for CONTRACTOR's equipment and STATE-furnished material if it should be lost, stolen, or damaged.

26.07 MATERIALS - IMPROVEMENTS. Title to material, improvements, and other property required of CONTRACTOR by this contract, shall vest in and become the property of the STATE at the time such are furnished by CONTRACTOR and accepted by STATE. Only material, improvements, and property free from liens, claims, and encumbrances shall be furnished by CONTRACTOR.

All existing improvements located on STATE land, and any improvements placed on STATE land by CONTRACTOR which become the property of STATE shall be safeguarded by CONTRACTOR, and if injured or damaged by CONTRACTOR, shall be replaced as soon as possible under existing conditions by CONTRACTOR, without cost to STATE.

*[OPTIONAL SECTION]*

SECTION 27. PENALTIES FOR NON-COMPLIANCE WITH CONTRACT SPECIFICATIONS OR UNSATISFACTORY PERFORMANCE

27.01 SUSPENSION OR PENALTY. Should CONTRACTOR fail to make reasonable effort to comply with the terms and conditions of this contract, STATE shall deliver written notice to CONTRACTOR's representative, designated under Section 25.04 to correct the deficiencies within 24 hours of the time notice is delivered. If CONTRACTOR fails to correct the deficiencies within the 24 hours, STATE may, with written notice, suspend operations or impose the penalty of $400.00 per day until the deficiencies have been corrected.

27.02 MECHANICAL BREAKDOWN. Should any essential facilitating equipment breakdown for any reason and cause stoppage or delay of the operation, that equipment shall be repaired or replaced in order to
proceed with the contract immediately, unless otherwise specified by STATE. Failure to do so may result in the penalty specified in Section 27.01.

27.03 TERMINATION OF OPERATIONS. If, within 48 hours after delivery of the written notice by Section 27.01, the deficiencies have not been corrected, STATE reserves the right to obtain personnel, equipment, material, and supplies from other sources, and to hold CONTRACTOR *(and surety) responsible for costs occasioned thereby in completing the contract.

*(Forfeiture of the surety performance bond, cashier’s check, or certified check shall not be demanded if CONTRACTOR is otherwise in compliance with the terms and conditions of the contract, yet is unable to conduct the operation as prescribed as a result of weather conditions or other unusual and unforeseeable circumstances beyond the control of CONTRACTOR.) *[NOTE: DELETE PARAGRAPH IN PARENTHESES IF CONTRACT IS UNDER $25,000]
EXHIBIT "B"

ROCK PIT DEVELOPMENT AND USE

1. CONTRACTOR shall conduct the operations relative to the disposal of waste material in such manner that silt, rock, debris, dirt, or clay shall not be washed, conveyed, or otherwise deposited in any stream. All waste material shall be deposited at an approved waste disposal site.

2. Benches shall be constructed at intervals of 40 feet or less in height and shall be a minimum of 20 feet in width. Any gravel or talus slopes shall be left with a working face at an angle of 60 degrees or less. There shall be a minimum of 1 bench with an access road to it. Said bench shall be easily accessible with a tractor.

3. Pit face shall be developed in a uniform manner.

4. Oversized material that is produced shall be broken down and utilized. It shall not be wasted.

5. The pit site shall be left in a condition free from overburden and debris. Access roads to the pit, and the pit floor, shall be cleared at the termination of use. Access roads to benches shall be waterbarred at the termination of use.

6. CONTRACTOR shall prepare a written development plan for the pit area. The plan shall be submitted to STATE for approval prior to conducting any operation in the pit area.

Plan shall include, but not be limited to:

(a) Location of benches and roads to benches.

(b) Disposal sites for debris and overburden.