



2019

Invitation to Bid

For

Boag Creek Upland Restoration

Request for Proposal Number: MSWCD219-6003

Mandatory Bid Tour 10:00am on December 17th, 2019.

Project Start Date: February 1st, 2020

Project Completion Date: October 25th, 2020

Bids Due by 4:00pm on January 2nd, 2020

Monument Soil & Water Conservation District
311 Wilson Street
PO Box 95
Monument, Oregon 97864

Refer questions to:

Lauren Street

Senior Project Manager

Phone: (541) 934-2141

Email: laurensmonumentswcd@centurytel.net

Proposal Request

The Monument Soil & Water Conservation District (hereinafter called “District” or “Monument SWCD”) asks for a bid on the project described below. Please make your bids on a Completed Job Basis. Bids must be submitted to the District office by 4:00pm on January 2nd, 2020. No late proposals will be accepted. Hard copy or electronic submission of bids is acceptable, however all bids must be dated and signed by the principal of the Contractor regardless of the form of submittal and must include the Contractor’s Construction Contractors Board (CCB) license number and expiration date.

Mandatory Pre-Bid Conference and Site Tour

A mandatory pre-bid conference and site tour has been scheduled for December 17th, 2019 beginning at **10:00am**. The tour will meet on Grant County Road #6 (Courtrock Road) approximately 3.4 miles south of the town of Monument. The project is 10 miles down the county road. The bid tour will meet at the Engle Contracting LLC building which is at 37095 Cottonwood Rd, Monument Oregon 97864. Approximately 9.2 miles on Courtrock Road on the right. Contractors must provide their own transportation (four-wheel drive). An authorized representative of the Contractor must be in attendance at this conference and site tour in order to submit a bid for this project.

For further directions to Engle Contracting LLC please contact Lauren Street at 541-934-2141

References

Bid submissions **MUST** include reference contact information and a brief project description for three (3) previous projects of this or comparable types. Failure to include references will cause the bid to be rejected.

Receiving of Bids

All bids must be received by the Monument Soil & Water Conservation District by 4:00pm on January 2nd, 2020. Bids must clearly indicate the Project Name and Project Number shown on the cover page of this Invitation to Bid. Include the bid amount on a Completed Job Basis. Bids must be printed or written in ink, dated, and signed by the principle of the Contractor and must include the Contractor’s Construction Contractors Board (CCB) license number and expiration date. Any significant deviations from the Construction Materials and Design Specifications outlined within this Invitation to Bid that the Contractor wishes to propose should be adequately addressed and explained in full with the submitted Bid materials. Contractors may use the Proposal Submission Sheet found in this document. Final contract selection will be made no later than January 15th, 2020.

Failure to include all materials as requested above will result in the disqualification of your proposal. Proposals will NOT be considered from firms who do not attend the mandatory pre-proposal conference and site tour site tour on December 17th, 2019.

The Monument SWCD is a non-taxing district that has received grant funds in order to conduct this project. The selected Contractor will be made aware of any specific billing requirements

necessary for the Monument SWCD to acquire grant funded reimbursements. The District will review all invoices submitted by the selected Contractor and may ask for invoice modifications in order to meet these requirements. Invoices may be submitted no more than once per month, and will be paid after reimbursement funds are received by the District from its funding entities. Payments are normally made within thirty (30) days after receiving satisfactory billing from the Contractor.

Any Contractor who has previously submitted a proposal or bid to the Monument SWCD or has requested to be notified of proposal/bid opportunities, and who does not intend to submit a bid/proposal must return the Statement of "No Proposal/Bid" to continue to receive notices of future opportunities from the Monument SWCD. Contractors who fail to respond with either a proposal or Statement of "No Proposal/Bid" to three (3) consecutive solicitations may be removed from the District's notification list.

The Contractor, by submitting a signed bid for this project, acknowledges that they have read all the information in this Invitation to Bid, understands it, and agrees to be bound by its terms and conditions for the review and selection by the Monument SWCD of a qualified Contractor to perform the tasks described herein.

Bid Selection Criteria

Bids will be evaluated, as allowed under ORS 279C.414(2) on the basis of price as well as Contractor experience, expertise, availability, project understanding, capacity, and responsibility. Bids must meet all the criteria set forth in this Invitation to Bid. The District reserves the right to reject any and all Bids or to accept the Bid deemed to be in the best interest of the District.

Project Overview

This project is for the hand cutting and machine piling of juniper across 1,032-acre Boag Creek watershed.

GENERAL PROVISIONS

1. All work shall conform to the requirements of the contract, bidding documents, plans, special provisions, NRCS Specifications for Construction Contracts, and professional and industrial standards. Questions regarding the work should be directed to the Monument Soil and Water Conservation District. The Contractor shall notify the District at least 24 hours prior to commencement of the job.
2. Contractor shall have a set of construction plans or specs available on site during all phases of construction.
3. Contractor shall obtain an Oregon Department of Forestry Operations Permit for activities related to implementation of this project prior to construction, and provide a copy of the permit to the District prior to construction.

4. No claim for extra work shall be considered or allowed unless such work is approved by the District, in writing prior to commencement of such work.

5. All work shall be performed in compliance with Local, State and Federal laws, regulations, and safety requirements.

6. All Equipment will be cleaned prior to entering the work site to remove all contaminants and weed material that may be present. All Equipment shall be kept clean and free of oil leaks. All leaks developed during construction, shall be repaired immediately. Equipment Operators shall be prepared to contain spilled fuel or oil to prevent entry into stream.

7. All disturbed ground shall be restored or reshaped to near original conditions prior to completion of the work. All restoration or reshaping shall be considered incidental to the job if not specifically identified in a contract bid item.

8. Insurance Requirements: During the term of any Contract which may result from the subject project, the Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this project, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State of Oregon. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided during this project, shall name the Monument Soil & Water Conservation District and Landowner(s) as Additional Insureds, and shall be issued on an occurrence basis. The selected Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

\$1,000,000 per Occurrence
\$2,000,000 Aggregate

As evidence of the insurance coverage required for this project, the selected Contractor shall furnish certificate(s) of insurance to the Monument Soil & Water Conservation District prior to the beginning of the project. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. All insurance policies and coverage must be obtained from insurance companies or entities that are acceptable to the Monument SWCD and allowed to provide such insurance in the State of Oregon.

9. Warranty of Work: The selected Contractor will be required to warranty their work against any defects for a period of 12 months following completion of the all components contained in the resulting contract.

10. Taxpayer Identification Requirement: Furnishing a W-9; payment under this Agreement is contingent upon Contractor furnishing MSWCD with a signed and completed W-9 IRS tax form. Unless the Contractor already has a current W-9 form on file with the MSWCD, one should be provided to the office at the time of contract signature. Contractor shall cooperate with MSWCD in furnishing any additional information MSWCD may need to comply with rules and regulations of the Internal Revenue Service.

11. Applicable Laws

This Request for Proposal and the resulting Contract are governed by Oregon Law, specifically ORS 279A and ORS 279C, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services. The selected Contractor shall comply with all provisions of Oregon Public Contracting statutes as well as all other federal, state, county, and local statutes, ordinances, regulations, codes, administrative rules, and other legal requirements applicable to preparing proposal materials and carrying out the work for the resulting Contract.

SCOPE OF WORK

The purpose of this project is to hand fell and machine pile whole juniper trees in the Boag Creek watershed taking place from February 1st 2020 to October 25th, 2020. The contract will be in force through October 25th, 2020. The Monument Soil & Water Conservation District is seeking a total of 1,032 acres of juniper removal and piling. The project location is on private land, approximately 13.4 miles south from Monument, OR, down county road #6.

Contractor will:

- Fall juniper with the use of hand held equipment. Residual juniper stumps will be no higher than 12 inches above ground level and all live branches are to be piled.
- Fall juniper with the use of power saws.
- Pile all cut junipers on the benches and ridge tops with slope less than 30%.
- Avoid falling any conifers and provide minimal resource damage to other vegetation.
- Avoid uprooting any juniper stumps from the soil during operations.
- Hand cut (pruning loppers, ax, hand saw, etc.) all young seedling juniper in entire treatment area. Required treatment in all areas include removing all live limbs on the stump.
- Operation shall not be conducted under conditions where soils are rutted or excavated to a depth of 6 inches or more. Operations shall be designed to minimize soil disturbance and damage.

MSWC District will:

- Provide maps of the area with project boundaries indicated.
- Mark access road to work site.
- Inspect the project on an ongoing basis

Project Background: The purpose of this restoration project is to improve the water quality and quantity within Boag Creek watershed, which is a perennial, non-fish bearing tributary to the upper Cottonwood Creek within the North Fork John Day River basin. By reducing the juniper cover the native understory vegetation will have the opportunity to regrow, therefore reducing risk of wildfire and encouraging Mule Deer populations.

Site Access: The Project is located approximately 13.4 miles south of Monument, OR. At this project, access is available off of Hwy 402, 3.4 miles southeast of the town of Monument. Courtrock Road (County Road #6) will be on your right, if heading east on Hwy 402. Follow Courtrock Road for 10 miles until a private gate is met at the end.

Access to the project area is by seasonal roads. Wet road conditions may hinder or temporarily prevent access.

If an all-terrain vehicle is used, it shall be of such design that will travel over rough, uneven terrain and not create wheel ruts and channels.

All gates on property are to remain closed and locked throughout the duration of the project. If a gate is opened for access it must be immediately closes thereafter due to cattle on the property.

Property and Services: The Contractor shall provide all transportation, supervision, labor, tools, materials, and equipment required to satisfactorily complete the contract.

Crew Requirements: The Contractor must maintain an adequate workforce at all times to ensure timely completion of the work. At the pre-work conference the Contractor shall provide a work schedule outlining proposed work accomplishment rates which must be acceptable to the State.

State safety regulations require that crewmembers shall not work alone and access to emergency transportation shall be provided by the contractor at all times.

Specific Tasks:

- All dead and live junipers will be cut unless otherwise marked. Junipers must be cut, not girdled.
- All cut trees shall be completely severed from the stumps. No live limbs will be left on the stump of cut trees. Stump height shall not exceed 12 inches measured on the uphill side.
- Cut trees lodged in leave trees shall be dislodged or removed.
- No cut trees shall be left across secondary roads for more than 2 days.
- All fences shall be kept free of cut trees concurrently with felling. Leave all trees to which a fence is attached. Any damage to fences resulting from this project shall be fixed by the Contractor, at the Contractor's expense, on the same day that damage occurred.
- Contractor shall protect from injury or damage all painted trees marking or all bearing trees, property line signs and blazed trees, corner posts and monuments within or adjacent to the project area.
- NO root systems will be disturbed by pushing over trees; all trees must be severed from the stump.

Location and Construction of Piles:

- Piling shall be done concurrent with cutting. All cut areas must be piled prior to the onset of fire season restrictions or at the completion of the project.
- The Contractor may propose other equipment while machine piling in rocky, steep and sparse areas. The District may consider this use of supplemental machinery after determining if such areas can be effectively gathered and piled without undue resource damage.
- Pile locations will be selected by the Contractor and must be within the project boundaries.

- Distance between machine piles measured from pile edge to pile edge will be at least 75 feet.
- Piles will be so located that burning will not cause damage to standing leave trees or to physical improvements such as cattle guards or fences. Unless approved by the District, this will be construed to mean the near edge of piles will be at least 12 feet or not less than twice the height of a pile from the base of any leave tree or physical improvement, whichever is the greater distance.
- If conditions make it impractical to locate piles so that damage to the leave trees cannot be completely avoided, a space will be cleared and all material placed on the pile in the cleared area. Select a low priority tree to sacrifice where spacing allows no room for a pile. All natural openings will be used before clearing a pile site.
- Unless approved by the District, piles shall not be less than 16 feet in diameter nor less than 8 feet in height. Piles shall not exceed 44 feet in diameter or 24 feet in height. The piles shall be constructed by laying stems, cut boles, and other slash so as to be parallel with each other as much as is practicable. All other specifications regarding piles shall still apply.
- All logs will be placed in piles so they will not roll downhill during burning.
- All slash will be piled.
- All material placed in the pile shall be contained within the general contour of the pile. Trimming of the pile will not be required.

Protection from Fire: Contractor acknowledges that its Operations under this Contract may cause extraordinary fire risk in the project area. Contractor agrees that it will use the highest degree of care to prevent forest fires from starting on or from spreading to or from the project area. If a fire occurs in any part of the project area, notwithstanding the origin, Contractor shall require its employees and Contractors and the employees of such Contractors to immediately proceed to extinguish the fire, and contact other sources of fire protection services. Contractor acknowledges and agrees that the provisions of this section may impose obligations on Contractor that are separate from or in addition to any duty or responsibility required by law. However, in no event shall the requirements of this section be construed as relieving Contractor of the duty and responsibility under Oregon law to fight, control, and suppress fire on forestland.

Fire Precautions

During the fire season, the following special precautions will be required:

- Power saws. Each power saw shall be provided with a spark arrestor and muffler in good condition. Power saws will be fueled in an area cleared of flammable material.
- Motorized Vehicles. Each motorized vehicle used in the performance of work will contain a fire extinguisher, as well as a long-handled round pointed shovel or larger.
- Trucks allocated to fire extinguishing must be on site during all times of work. The vehicle must be equipped with a tank of water for fire purposes.

SPECIAL PROVISIONS

Mobilization and Demobilization

Contract work includes but is not limited to the following activities:

- Satisfying insurance requirement.
- Job startup.
- Delivery and removal of equipment to site.
- Maintenance and restoration of private access ways.
- Repair of incidental property damage due to construction activities.
- All required work not incidental to other bid items.

Site Clearing, Preparation, Environmental Protection and Cleanup

Contract work includes but is not limited to the following activities:

- Any clearing or removal of vegetation to access the site.
- Any work necessary to prepare site for job.
- Any work necessary to comply with environmental permitting or requirements of law.
- Any work and materials related to work site isolation.
- Site cleanup and restoration of disturbed area to near original conditions.

Equal Opportunity Employer: Monument SWCD is an Equal Opportunity Employer, and is committed to achieving a workforce that represents the diversity of Oregon, and being a leader in providing fair and equal employment opportunity for all interested applicants and Employees.

Anticipated Contract Amendments:

The contract, if any, resulting from this RFP may be amended as needed for additional work to meet the District's continued need for Services as described within the Scope of Work of this RFP. The District will directly negotiate with Contractor to finalize the details and costs of the amendment(s).

Non-Discrimination Against Minority, Women or Emerging Small Business:

All Proposers who submit a Proposal in response to this RFP certify that that the Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

Scored Proposal Components

Proposals shall contain all elements of information requested below. These elements will be evaluated and assigned points as indicated. **In responding, use the attachments provided below.** Provide full, direct and substantive responses.

- Estimated Fees (Use Price Proposal & Mandatories Certifications Form): The proposer must bid pursuant to requirements on the Price Proposal & Mandatories Certifications Form for the proposed services.
- Understanding of Required Services/Project (Use Scored Proposal Components Form): Demonstrated a clear and concise understanding of the project based on existing information. Address general description of the purpose and key issues.
- Contractor(s) Qualifications (Use Scored Proposal Components Form): Provide a list outlining how the contractor will meet the following requirements.
 - o A crew to hand fall juniper with power saws, loppers, hand saws, axe, etc.

- Mechanical equipment capable of piling juniper (this will not include the use of a bulldozer or other mechanical equipment to push-over trees and cause uprooting or excessive soil disturbance).
- Describe how mechanical equipment will be used to get slash to site for piling with minimum amount of ground disturbance.
- Necessary equipment to get to the site such as ATV's, fuel truck, etc.
- Demonstrate how you will complete project in the designated time period.

Proposal Preparation and Submission

All proposals must be received by the Monument Soil & Water Conservation District by 4:00 pm on January 2nd, 2020. Proposals will be publicly opened and read at the District office. Final Contract selection will be made no later than January 15th, 2020. The selected Contractor will be notified by phone. Contractors who submit unsuccessful proposals may be notified by email, fax, or mail.

All submitted proposal must include: **1)** The Proposal Submission Sheet included in this RFP, **2)** the Request and Authorization Form, **3)** a Scored Proposal Components Form which should include Estimated Fees, Understanding of the Required Services/ Project, and the Contractor's Qualifications. **4)** the Price Proposal & Certifications Form, **5)** the Reference Form which includes a list of three references. Failure to include all of these materials will cause the proposal to be disqualified from further consideration.

Proposals must clearly indicate the Project Name and Project Number shown on the cover page of this Request for Proposals. Include the quoted price for each item listed on the Proposal Submission Sheet included with this Request for Proposal packet.

Proposals must be printed or written in ink, dated, and signed by the principle of the Contractor and must include the Contractor's Construction Contractors Board (CCB) license number and expiration date. Hard copy or electronic submission of proposals is acceptable. It is the Contractor's responsibility to ensure that their proposal is received by the application deadline, regardless of the method of submittal. Failure to include all materials as requested above will result in the disqualification of your proposal.

The Monument SWCD is a non-taxing district that has received grant funds in order to conduct this project. The selected Contractor will be made aware of any specific billing requirements necessary for the Monument SWCD to acquire grant funded reimbursements. The District will review all invoices submitted by the selected Contractor and may ask for invoice modifications in order to meet these requirements. Invoices may be submitted no more than once per month, and will be paid after reimbursement funds are received by the District from its funding entities.

Any Contractor who does not intend to submit a bid/proposal must return the Statement of "No Proposal/Bid" to continue to receive notices of future opportunities from the Monument SWCD. Contractors who fail to respond with either a proposal or Statement of "No Proposal/Bid" to three (3) consecutive solicitations may be removed from the District's direct notification list.

The Contractor, by submitting a signed proposal for this project, acknowledges that they have read all the information in this Request for Proposal, understands it, and agrees to be bound by its terms and conditions for the review and selection by the Monument SWCD of a qualified Contractor to perform the tasks described herein.

Proposer Selection and Contract Award

The final selection will be made based upon the highest Proposal score. The District will notify the apparent successful Proposer (“Notice of Award”) and request that the apparent successful Proposer sign a contract. If the apparent successful Proposer is not able to execute the contract offered within ten (10) business days of Apparent Successful Proposer’s receipt of the contract, or such later date as the District may authorize, the District may make another selection.

Attachments:

Proposal Submission Sheet
Statement of “No Proposal/Bid”
Request and Authorization Form
Scored Proposal Components Form
Price Proposal & Mandatories Certifications Form
Reference Form
Project Maps

Proposal Submission Sheet
RFP #MSWCD219-6003

Name of Firm (tax filing):	Street Address:
Fed Tax ID# or Soc Sec #:	Mailing Address:
Email Address:	Telephone #:
CCB #:	CCB Expiration Date:

The individual signing on behalf of Proposer has the authority to bind Proposer, and certifies that Proposer possess, or has the ability to obtain, all necessary permits and licenses to perform the Work; and hereby accepts on Proposer's behalf, all terms and conditions contained in this Request for Proposal # _____, and the attached sample Contract.

Signature of Authorized Representative:	Date:
Print Name of Authorized Representative:	Title:

Statement of “No Proposal/Bid”

Project Name: **Boag Creek Upland Restoration**

RFP Number: MSWCD219-6003

NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notices of bid/proposal opportunities from the Monument Soil & Water Conservation District, you must return this Statement of “No Proposal/Bid.” Persons or businesses who fail to respond with a proposal/bid or this Statement of “No Proposal/Bid” to three (3) consecutive solicitations may be removed from the District’s direct notification list.

If you elect not to submit a proposal/bid, please indicate the reason below and mail it to the District.

- I/we do not offer the product/service or an equivalent
- My/our schedule would not permit us to perform
- Insufficient time to respond to the solicitation
- Unable to meet the required specifications
- Specifications not clear
- Unable to meet bond and/or insurance requirements
- Specifications “too tight”/restrictive (i.e., geared to specific brand or manufacturer)
- Subcontractor (submitted bid to General Contractor)
- Other (please explain) _____

Remarks: _____

Company: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Address: _____

**Request and Authorization Form
To Release Information, Release of Liability/Claims,
And Agreement to not Sue
RFP#: MSWCD219-6003**

To Whom It May Concern:

I the undersigned, have submitted a response to a Request for Proposal (RFP) to contract with Monument Soil & Water Conservation District ("District"). I request and authorize you to furnish to the District any and all information you may have regarding my services, including but not limited to, evaluations or assessments of my job performance and educational records.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the District.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the District as requested. I further agree not to hold harmless the District, you, or any and all other persons employed by or connected with your agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to the District.

I am aware and understand that the information and good faith opinions furnished to the District pursuant to this request will remain confidential with the District if requested by you, and will not be disclosed to me or to any other person, except as required by law.

Printed Name _____ Signature _____

Date _____

Scored Proposal Components Form
RFP#: MSWCD219-6003

Estimated Fees (Use Price Proposal & Mandatories Certification Form):	(40 points)
Understanding of Requested Services/ Project:	(10 points)
Contractor Qualifications:	(50 points)

Price Proposal & Mandatories Certifications Form
RFP#: MSWCD219-6003

Items	Description	Ext. Qty.	Unit	Unit Price	Total Price
1.	Price Per Acre	1032	acre	\$ per acre	\$
2.					\$
			Total		\$

Mandatories:

Experience: Provide project size, dates and location for a minimum of three years of experience

Reference Form
RFP#: MSWCD219-6003

References:

Reference 1: _____

Company name and address: _____

Name of reference: _____

Title of reference: _____

Telephone number of contract person: _____

Nature of work: _____

Reference 2: _____

Company name and address: _____

Name of reference: _____

Title of reference: _____

Telephone number of contract person: _____

Nature of work: _____

Reference 3: _____

Company name and address: _____

Name of reference: _____

Title of reference: _____

Telephone number of contract person: _____

Nature of work: _____

By signing this document, Contractor certifies that all the Mandatories have been met.

Signature _____

Date _____

Printed Name _____

Title _____