



City of La Pine
Notice of Invitation to Bid
Forest Fuel Reduction Services

City of La Pine (“City”) is soliciting competitive sealed bids from qualified and experienced contractors to provide certain forest fuel reduction services on certain City property located at Map and Taxlot 2210120000100 and additional information at <https://dial.deschutes.org/Real/Index/270340>.

This notice was first published August 15, 2018. Sealed competitive bids must be received by Cory Misley, City Manager, at 16345 Sixth Street, PO Box 2460, La Pine, Oregon 97739, no later than **5:00 p.m., Pacific Time**, on Tuesday, September 4, 2018 (the “Closing”).

No bid will be accepted after the Closing. Bids will be publicly opened at 1:00 p.m. on Wednesday, September 5, 2018 at the City of La Pine City Hall, 16345 Sixth Street, La Pine, Oregon 97739.

Bid documents, addenda, and notifications of bid results for this project may be viewed and/or acquired during regular business hours at La Pine City Hall, 16345 Sixth Street, La Pine, Oregon 97739, from Wednesday, August 8, 2018 through Closing. Bid documents, addenda, and notifications may also be viewed, printed, and/or downloaded at City’s website www.lapineoregon.gov. Questions regarding the project, or requests for clarification or changes to the project, or protests, must be in writing and directed to: Cory Misley, City Manager, at 16345 Sixth Street, PO Box 2460, La Pine, Oregon 97739.

**City of La Pine
Invitation to Bid
Fuel Reduction Services**

City of La Pine (the "City") is soliciting competitive sealed bids (each a "Bid" collectively the "Bids") from licensed and qualified contractors to provide certain fuel reduction services for and on behalf of City as described in this Invitation to Bid (this "ITB"). Prospective bidders may obtain a copy of this ITB on City's website at www.lapineoregon.gov and/or at La Pine City Hall at 16345 Sixth Street, La Pine, Oregon 97739.

I. BACKGROUND

City is located on Highway 97 approximately 30 miles south of Bend, Oregon. City owns approximately 470 acres of forested property located at Map and Taxlot 2210120000100 (the "Property").

II. SCOPE OF WORK

A. City is soliciting competitive sealed bids from licensed and qualified contractors (each a "Bidder" collectively the "Bidders") to provide the following fuel reduction services (the "Services"):

1. Scope of Work.
 - a. The primary purpose for this project is to thin and reduce forest fire fuel. Property to be thinned in accordance with leaving approximately one-hundred (100) trees per acre. Of those one-hundred (100), approximately fifty (50) shall be a mix of lower class sizes (approximately half at least 4-8 inches) and approximately fifty (50) shall be at or greater than approximately eight (8) inches or above. Diseased trees should be removed.
 - b. All Ponderosa Pines are to be retained on the property. Removal of certain size logs over 6" top that is at least 16' long shall be removed. Contractor must coordinate with the City (subject to City approval) on the size, spacing, location, and machinery used prior to creation of slash piles.
 - c. Any roads built to facilitate work must be closed/decommissioned when work is complete, unless otherwise approved by the City.
 - d. Property to be thinned in accordance with leaving 5-10% of the total area as wildlife clumps not to individually exceed half acre in size.
2. Anticipated Duties Under Contract. The selected contractor will furnish all materials, tools, equipment, and supplies, and will perform (or arrange for and direct) all labor and personnel, required to provide the Services. The selected contractor will meet with the city manager and a representative from Deschutes County Forester's office and/or Project Wildfire prior to the commencement of Services to discuss the planned approach to the Services needed, including, without limitation, additional standards, specifications, and expectations of City.
3. Expectations. The Services must be completed no later than May 31, 2019.

B. The selected contractor must meet the highest standards prevalent in the industry of providing fuel reduction services. Interested contractors are responsible for and strongly encouraged to visit the site and inspect the Property in order to evaluate the condition and estimated value of any and all timber

and/or forest products that may be harvested, as well as any site conditions related to the removal of the forest fuel. City makes no representations or warranties, whether express or implied, with respect to the amount, nature or quality of the timber and/or forest products, including without limitation, warranties of merchantability, fitness for a particular purpose, or any warranties regarding consumer products as defined in the Magnusson-Moss Warranty Act or the Uniform Commercial Code.

III. ANTICIPATED SCHEDULE

ITB Issued	August 8, 2018
Request for Change; ITB Protest Deadline	August 27, 2018
Bid Due Date	September 4, 2018
Bid Opening and Evaluation	September 5, 2018
Notice of Intent to Award (approx.)	September 7, 2018
Award Protest Deadline (approx.)	September 14, 2018
Council Approval – Notice of Award (approx.)	September 26, 2018

IV. FORM OF BID SUBMISSION

A. The following minimum requirements as to the form and manner of submitting Bids must be strictly observed; variance from these requirements will result in rejection of the Bid as unresponsive. A contractor interested in performing the Services must submit a written Bid, on the form attached hereto as Exhibit A, to City containing the following information:

1. Bidder's name, address, contact information, and the name of the primary contact in reference to the Bid.
2. Brief information concerning the Bidder (e.g., background, size, types of services provided, and examples of similar projects completed).
3. Identification of the person(s) who will be assigned and responsible to oversee performance of the Services. Also include a list of equipment.
4. A work plan and accompanying time schedule for timely completion of the Services. Identify any work to be subcontracted (and the subcontractors).
5. Bidder's bid (cost proposal) to perform the Services which will include (a) the estimated cost to perform the Services (without consideration of the estimated value of any timber and/or forest products that will be harvested), and (b) the estimated value of timber and/or forest products that will be harvested. Bidder must provide a total bid equaling the cost to perform the Services as offset by the value of any timber and/or forest product harvested as a result of performing the Services. Bidder will indicate whether the total bid amount is payable to City or payable to Contractor.
6. Each Bidder must sign its Bid.

B. The Bid form must be used without alteration. All blank spaces in the Bid form must be filled in, in ink, or typed, in both words and figures where required.

V. SUBMISSION OF BIDS

Each Bid must be sealed in an opaque envelope or package and must be submitted to City Manager Cory Misley by mail or hand delivery at PO Box 2460, La Pine, OR 97739 or at City Hall, 16345 Sixth Street, La Pine, Oregon 97739 no later than 5:00 p.m., Pacific Time, Tuesday, September 4, 2018. Bids will be publicly opened at 1:00 p.m. on Wednesday, September 5, 2018 at the City Hall. City will record the amount of each Bid, the name of the bidder, and other relevant information. City will not consider any Bid received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format.

VI. EVALUATION OF BIDS

City will evaluate all Bids submitted to City before the Closing. City will evaluate each Bid based on the requirements set forth in this ITB. For purposes of evaluating Bids, City will apply any applicable preferences described in ORS 279A.120, 279A.125, and/or 282.210.

VII. AWARD OF CONTRACT

A. Award. If a contract is awarded, City will award the contract to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in this ITB. The lowest responsible bidder will be determined (a) compliance with the requirements of this ITB, and (b) the total bid amount that is most advantageous to City.

B. Contract. If a contract is awarded, City and the selected contractor will enter into a services agreement concerning the Services. The agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City and will be substantially in the form attached hereto as Exhibit B (the "Contract"). Without otherwise limiting the generality of the immediately preceding sentence, the Contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, City's right to terminate the Contract and/or declare a default under the Contract, the consequences for Contractor's failure to perform its obligations under the Contract, and City's right to seek damages and other relief available to City contract and applicable law.

C. Notice of Intent to Award. City will provide a written Notice of Intent to Award ("NOI") to all Bidders at least seven (7) calendar days before the award of a contract, unless City determines that circumstances require prompt execution of the Contract. City's award will not be final until the latter of the following: (a) seven (7) calendar days after the date of the NOI; or (b) until City provides written response to all timely filed protests denying the protest(s) and affirming the award.

VIII. ADDITIONAL INFORMATION

A. ITB Cancellation. Notwithstanding anything contained in this ITB to the contrary, if in City's best interest, City reserves the right to, in accordance with Oregon law, (a) amend and/or revise this ITB in whole or in part, (b) cancel this ITB, (c) extend the submittal deadline for responses to this ITB, (d) waive minor informalities and errors in such Bids, and/or (e) reject any or all Bids for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each Bidder and/or require supplemental information for any Bidder. This ITB does not obligate City to award a contract and/or to procure the Services described herein. Bidders responding to this ITB do so at their own expense

and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Bid.

B. Requests for Change; Protests; Addenda.

1. Request for Clarification/Change; Solicitation Protests; Award Protest.

a. Solicitation Protest; Request for Change. Bidders may submit to City questions and/or requests for clarification and/or additional information, including, without limitation, inquiries related to the ITB, questions regarding the specifications, and/or questions concerning technical aspects of the Services and/or Bid Documents. A Bidder may request in writing a change to the ITB and/or Contract terms and conditions on or before seven (7) days prior to the Closing. A Bidder may protest the procurement process or this ITB by delivering a written protest on those matters to City on or before seven (7) days prior to the Closing. All protests must be in writing and must comply with OAR 137-047-0730. All questions, requests, and/or protests must be submitted, in writing, by mail to Cory Misley, City Manager, at 16345 Sixth Street, PO Box 2460, La Pine, Oregon 97739 or email at cmisley@lapineoregon.gov. All requests for additional information must clearly reference, "City of La Pine Invitation to Bid – Fuel Reduction Services." Substantive questions and responses will be made available at city's at www.lapineoregon.gov.

b. Right to Protest Award. A Bidder may submit to City a written protest of City's intent to award within seven (7) days after City's issuance of the NOI. A Bidder may submit a protest of the award only as allowed by, and only in compliance with, OAR 137-047-0740. All award protests must be submitted in writing either by mail to Cory Misley, City Manager, at 16345 Sixth Street, PO Box 2460, La Pine, Oregon 97739 or email at cmisley@lapineoregon.gov. All protests must clearly reference, "City of La Pine Invitation to Bid – Fuel Reduction Services."

2. Addenda. Changes to the Bid Documents, whether in response to requests for clarification or change or a solicitation protest, or to issue supplemental instructions, may only be made by written addenda. City will not mail notice of any addenda to the Bidders but will publish notice of any addenda on City's website and each Bidder is responsible for frequently checking said website until Closing. No addenda, with the exception of addenda withdrawing this ITB or extending the Bid period, will be issued less than 72 hours prior to the Closing (except as justified by a countervailing public interest). All addenda so issued will become part of the Bid Documents. No other oral or written statements to Bidders will be binding on City unless reduced to written addendum. Each Bidder is responsible for all addenda/changes to the documents and will be considered non-responsive if the Bid does not reflect those addenda/changes.

C. Modifications or Withdrawal of Bid. Bids may be withdrawn prior to the scheduled time for the opening only as allowed by OAR 137-047-0440. No Bid may be withdrawn (or modified) after the time scheduled for the opening of Bids except in accordance with OAR 137-047-0460.

D. Licenses; Resident Bidder; Nondiscrimination. In addition to all licenses, approvals, and/or certificates required under federal, state, and/or local law to perform the Services, the selected contractor will be required to obtain a City business license and maintain active business license status while conducting work within the City. Each bidder must identify whether the bidder is a "resident bidder" as defined in ORS 279A.120(1). Each bid will include a certification that the contractor has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any subcontracts. Failure to do so will be grounds for disqualification

E. Insurance Requirements. The contractor will be required to meet all provisions of the Contract, including, without limitation, the following minimum levels of insurance:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the contract. The insurance will have a combined single limit of not less than \$1,000,000, and an aggregate limit of not less than \$2,000,000. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Contract, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Contract.

2. Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Contract, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Contract.

3. Workers' Compensation Coverage. Unless exempt, the contractor will have Workers' Compensation insurance satisfying the requirements of applicable Oregon law. Workers' Compensation coverage will contain a waiver of subrogation in favor of the City.

F. Public Contracting Provisions. The selected contractor must comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B and 279C), including, without limitation, ORS 279A.110, and City's public contracting rules, as all are amended from time to time, in the performance of the contract.

H. Bid Documents. The bid documents include the Notice of Invitation to Bid, this ITB, the Bid form, Contract, and any addenda issued prior to the Closing (collectively, the "Proposal Documents"). All requirements and obligations of the Bid Documents are hereby incorporated by reference into the Contract and are binding on the successful Bidder upon award of the Contract. Each Bidder assumes full responsibility for errors, omissions, and/or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Documents are provided to Bidders only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use. The Bid Documents, addenda, and notifications of bid results for this project may be viewed and/or acquired during regular business hours at La Pine City Hall, 16345 Sixth Street, La Pine, Oregon 97739, from Wednesday, August 8, 2018 through Closing. Bid Documents, addenda, and notifications may also be viewed, printed, and/or downloaded at City's website www.lapineoregon.gov. Questions regarding the project, or requests for clarification or changes to the project, or protests, must be in writing and directed to: Cory Misley, City Manager, at 16345 Sixth Street, PO Box 2460, La Pine, Oregon 97739.

Exhibit A
Bid Form

Date: _____ Time: _____

TO: City of La Pine
Attn: Cory Misley
16345 Sixth Street
PO Box 2460
La Pine, Oregon 97739
cmisley@lapineoregon.gov

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of City of La Pine, Oregon ("City"); and that this Bid is made without any connection or collusion with any person making another Bid on this contract.

Contractor agrees that all applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B, & 279C) and City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Bid is accepted, Contractor will, within ten (10) days after notification of acceptance, execute a contract with City in the form of contract attached to the Invitation to Bid (the "Contract"); and will, at the time of execution of the Contract, deliver to City proof of the required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the City Manager.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by City and fully complete the project according to the times specifically set forth in this ITB and/or contract documents. In addition to any other consequence for failure to perform Contractor's obligations under the Contract, Contractor further agrees to pay liquidated damages as set forth in the contract documents for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Facsimile: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____.

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

BID AMOUNT

BID FOR SERVICES:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Invitation to Bid) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, together with any addenda to the Invitation to Bid, the undersigned hereby proposes and agrees to provide all labor, materials, physical plant, equipment, transportation and other facilities and services as necessary and/or required to perform all of the Services described by the aforesaid Scope of Work (as defined in the Invitation to Bid) for the lump sum consideration:

Lump Sum Amount: _____ Dollars (\$ _____).

BID FOR TIMBER/FOREST PRODUCT:

2. Having become completely familiar with the local conditions, including the quantity, quality, and value of any timber and/or forest product to be harvested in connection with the Services, Contractor will pay City the following lump sum amount for timber and/or forest products harvested in connection with the Services:

Lump Sum Amount: _____ Dollars (\$ _____).

TOTAL BID:

3. Indicate the total bid for the project which amount must reflect the bid for Services as offset by the bid for any harvested timber and/or forest products). Contractor must indicate whether the total bid amount will be payable to City or payable to Contractor. The total bid to perform the Services and to receive (harvest) timber and/or forest products is as follows:

Total Bid Lump Sum Amount _____ Dollars (\$ _____).

- Payable to City
- Payable to Contractor

ADDITIONAL INFORMATION:

Contractor will address the following on a separate sheet and attach to this form:

1. Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
2. Identify the person(s) who will be assigned and responsible to oversee performance of the Services (as defined in the Invitation to Bid). Also include a list of equipment to be used to perform the Services.
3. Include a work plan and accompanying time schedule for timely completion of the Services (as defined in the Invitation to Bid). Identify any work to be subcontracted (and the subcontractors).

CONTRACTOR:

[Company Name]

By: _____
Its: _____

Exhibit B
City's Services Agreement
(attached)