

STATE OF OREGON



COVER PAGE

Oregon Department of Fish and Wildlife

Is issuing this Invitation To Bid (ITB) under OregonBuys Bid Number

S-63500-00018003

for

WHALEBACK AND HUCKLEBERRY MEADOW RESTORATION 2026-27 SLASH PILE PROJECT

Date of Issue: 10/13/2026

Bid Opening Date and Time (**Bid Due Date**): 11/02/2026, Time 03:00 PM

Single Point of Contact (SPC): Kathy Blehm, Contract Specialist

Address:	4034 Fairview Industrial DR SE
City, State, Zip:	Salem, OR 97302
Phone (voice):	503-509-1322
E-mail:	Kathy.m.blehm@odfw.oregon.gov

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	4
1.1 SUMMARY OVERVIEW	4
1.2 SCOPE OF WORK/STATEMENT OF WORK/SPECIFICATIONS	5
1.3 SCHEDULE OF EVENTS	11
1.4 DEFINITION OF TERMS	12
1.5 SINGLE POINT OF CONTACT	12
SECTION 2: ITB PROCESS	12
2.1 PROCUREMENT AUTHORITY	12
2.2 PROCUREMENT METHOD	12
2.3 PRE-BID CONFERENCE	12
2.4 OREGON Buys	13
2.5 QUESTIONS AND CLARIFICATIONS	13
2.6 ADDENDUM	Error! Bookmark not defined.
SECTION 3: INSTRUCTIONS TO PROSPECTIVE BIDDERS	13
3.1 ACCEPTANCE PERIOD	13
3.2 BID SUBMISSION REQUIREMENTS (GENERAL)	14
3.3 BID REQUIREMENTS (PASS/FAIL)	15
SECTION 4: BID REVIEW METHODOLOGY	16
4.1 RESPONSIVENESS DETERMINATION	16
4.2 RESPONSIBILITY DETERMINATION	16
4.3 COST COMPARISON	16
4.4 MINIMUM QUALIFICATIONS (PASS/FAIL)	16
4.5 REFERENCES	16
4.6 Reserved	Error! Bookmark not defined.
4.7 PREFERENCES	16
4.8 METHOD OF AWARD	17
SECTION 5: INTENT TO AWARD	17
5.1 INTENT TO AWARD NOTIFICATION	17
5.2 PAY EQUITY	Error! Bookmark not defined.
5.3 NONDISCRIMINATION IN EMPLOYMENT	17
5.4 OTHER REQUIRED INFORMATION	17
SECTION 6: CONTRACT EXECUTION	18
SECTION 7: ADDITIONAL INFORMATION	18
7.1 GOVERNMENT BODIES	18
7.2 OWNERSHIP/PERMISSION TO USE MATERIALS	18
7.3 COST OF BIDDING	18
7.4 CANCELLATION AND/OR REJECTION OF BIDS/DAMAGES	18
7.5 CONFIDENTIAL OR PROPRIETARY INFORMATION	19
7.6 RECYCLED PRODUCTS	19

LIST OF ATTACHMENTS

ATTACHMENT A – SAMPLE CONTRACT

ATTACHMENT B – BID COVER SHEET (must be returned with Bid)

ATTACHMENT C – REFERENCE CHECK FORM (must be returned with Bid)

ATTACHMENT D – BID SUBMITTAL FORM (must be returned with Bid)

ATTACHMENT E – COBID CERTIFICATION / OUTREACH PLAN (must be returned with Bid)

SECTION 1: GENERAL INFORMATION

1.1 SUMMARY OVERVIEW

The State of Oregon, acting by and through the Oregon Department of Fish and Wildlife, (“Agency”), is issuing this Invitation to Bid (ITB) to establish a Contract for Pre-Commercial Thinning, Brush cutting and Treatment of Slash. The Contractor will treat up to **124** acres of meadow enhancement (within Whaleback Unit 2), outlined in the Technical Specifications below, on the lands outlined on Sample Contract, Exhibit G, “Whaleback Habitat Restoration FY-2026-27,” for the Whaleback and Huckleberry Meadow Enhancement 2026-27, Slash/Pile Project.

Background:

This project is one of many Proposed Actions authorized under the Stella Landscape Restoration Project (<https://digitalcollections.library.oregon.gov/nodes/view/277194>) which encompasses National Forest System (NFS) lands mostly within the High Cascade Ranger District (Rogue River Siskiyou National Forest RRSNF), and a smaller portion of the Tiller Ranger District (Umpqua National Forest).

The overall purpose of the Stella Landscape Restoration Project is to restore resilience and ecological integrity to unique ecosystems; to conserve and accelerate the development of late-successional forests, and to provide a sustainable flow of goods and services supported by an environmentally sustainable road system. Proposed action would occur on federal lands throughout the Stella Landscape Restoration Project Area.

The Oregon Department of Fish and Wildlife (ODFW) considers meadows to be some of the most important and special habitats in forests of western Oregon. Grasslands are identified as a strategy habitat in Statewide Wildlife Action Plan. The West Cascades Ecoregion has experienced a dramatic decline of quantity and quality of montane grasslands due to past logging practices and altered historical fire regimes. Many types of wildlife are dependent on the grasses, forbs and shrubs found in meadows, forest openings, and early seral habitat, including elk, deer, small mammals, and many species of birds, including the great gray owl an Oregon strategy species.

This project implementation is the result of a partnership between the Rogue River-Siskiyou National Forest and the Oregon Department of Fish and Wildlife (ODFW), with funding from the Pittman-Robertson Act and a Good Neighbor Authority Agreement. Additional project partners contributing match funding are the Rocky Mountain Elk Foundation.

Considerations to note:

The Agency will be using both federal and non-federal funds for the project. Additional Terms and Conditions will apply. See Attachment A, Sample Contract.

Timing of project will be dependent on weather. Snow will likely cease access to project site by December 2026, with no access until Spring 2027 (potentially as late as mid-May). Contractor will not be allowed to work during the General West Cascade Elk Season and associated vehicular use restrictions (Nov 4-Nov 13, 2026). Contractor will need to complete project when weather allows,

but by June 30, 2027.

Elevation of work is between 5000 feet and 5600 feet.

Fire restrictions may impact work with restrictions to power equipment such as chainsaws and vehicle usage on certain roads, and fire watches post daily work completion if work occurs during ODF declared fire season. Contractor of project will be responsible for adhering to Industrial Fire Precaution Levels. For reference, in the last few years, fire season restrictions have begun in early June, but could start possibly earlier if contractor works in spring of 2027. Fire season restrictions could also go into mid-October if contractor works in early fall 2026.

Contractor cannot work in project area three days prior to the start of, nor during the General West Cascade Any Legal Weapon Elk Season (Nov 4-Nov 13, 2026).

Work must be completed by June 30, 2027, with all invoices for completed work received by July 31, 2027.

Depending on successful bid price, acreage may increase or decrease based on Agency budget.

1.2 SCOPE OF WORK/STATEMENT OF WORK/SPECIFICATIONS

(1) Project Description or Description of Work:

Vegetative treatments within this specific project, “Whaleback and Huckleberry Meadow Restoration 2026-27, Slash/Pile project” will be a non-commercial thinning prescription which will consist of thinning out small diameter conifer trees around historical forest openings and piling for later burning. Some lop and scatter will be allowed. This work will have the goal of increasing early seral stage vegetation, promoting biodiversity such as aspen stands, hardwoods, and huckleberry patches. Increasing abundance of these species by reducing competition with encroaching conifers will increase forage and forest complexity with a goal of perpetuating a healthy and resilient fire adapted ecosystem.

The Contractor will treat **up to 124 acres**. Depending on successful bid price, acreage may increase or decrease based on Agency budget.

Contractor agrees to provide all labor, equipment, tools, and related items to perform the following slash and pile services detailed below for the ODFW near Union Creek, Oregon. Specifically, work is in the proximity of Whaleback Mountain and can be accessed via Forest Service Development roads from State Highway 62. Work shall be performed using hand tools only (chainsaws, loppers, etc.). The use of 4x4 vehicles such as ATV’s and snowmobiles will be allowed to get to sites, but not allowed in portions of wet meadows, bogs, seeps, springs or riparian habitats that could be damaged by use of such equipment. All work will be performed on Rogue River-Siskiyou National Forest Lands.

Project Area Map can be found in Sample contract, Exhibit G, “Whaleback Habitat

Restoration FY-2026-27” which is 124 acres in size. On the map, it is denoted as “Whaleback Unit 2” and is the orange polygon. This map is a georeferenced .pdf file and can be viewed using a free mapping software such as Avenza. Work area will be flagged to designate unit boundaries on the ground. Riparian “no-cut” boundaries will be flagged as well.

All vegetation treatment will be to the following technical specifications (IV-VII).

Contractor should note that vegetation cutting may be impacted by fire season restrictions and during the period of road restrictions for the ODFW General West Cascade Any Legal Weapon Elk season (VIII-IX).

(2) Directions to Project Site

To get to project from USFS High Cascades Ranger Station (Prospect, OR):

Take highway 62 north take left (north) onto Abott Creek Road (FR 6800) from highway 62, head north/northwest for approximately 12.1 miles. Turn south onto FR 6640 for another 1.4 miles to the intersection of FR 66400850. The project is bisected by three dead-end roads that run east to west FR 6640840, 6640845, and 6640850) improving access.

Alternate access via Elk Creek Road (near Trail, OR):

The project can also be accessed from the south up Elk Creek Road (north of Trail, OR), turning north onto FR 6600 for 3.6 miles, then left (north west) onto FR 6640 for 8.5 miles until you hit the FR 6640850.

IV. Technical Specifications for Pre-Commercial Thinning:

(1) Selection of Leave Trees

- (A) All trees larger than 8.0 inches diameter breast height (dbh) shall be left uncut.
- (B) Leave all hardwood species (oaks, aspen, chinkapin, dogwoods, alders, etc.)
- (C) The following conifer species shall be considered leave trees and **NOT CUT**:
 - Sitka Spruce,
 - Englemann Spruce,
 - Pacific Yew
- (D) Spacing- Well formed incense cedar 6-8" dbh (no defect and with over 1/3 live crown ratio) that are at least 40' from any retained trees shall be left uncut.

(2) Felling

- (A) All trees other than leave trees shall be completely severed at the stump, and all live limbs below the cutting point shall be removed.
- (B) All trees other than leave trees greater than 12 inches in height and less than 8.1 inches in diameter shall be cut
- (C) The stump height of cut trees shall be no more than 4 inches from ground or 4 inches above a natural obstacle. Again, all live limbs below the cutting point shall be removed unless prevented from a natural obstacle.
- (D) Cut trees shall be felled away from unit boundaries, roads, fences, stock driveways, established land corners and other physical improvements. Any trees falling on such areas shall be removed and treated as specified below and elsewhere herein.
- (E) Removal of felled trees and slash from roads shall be accomplished within half an hour.
- (F) Removal of felled trees from trails and stock driveways shall be accomplished within 24 hours.

(3) Hang-Ups

- (A) All cut trees shall be placed on or near the ground surface so that it will not lean against or be suspended by an uncut tree.

(4) Pre-Commercial Thinning Within Riparian Areas and Wet Meadow Complexes

- (A) No cutting within 25' of riparian areas (creeks, springs, seeps).
- (B) Avoidance areas will be clearly marked with flagging.

- (5) Existing downed trees and standing dead snags
 - (A) Existing downed trees can be left in place. If a downed tree presents an obstacle for contractor to safely access unreserved trees to be cut, they can be bucked up and/or limbed and used to help build piles, or left in place so long as bole in contact with soil and generated slash treated like any other live slash in Technical Specs III below.
 - (B) Standing dead trees/snags should be retained in most cases. If a standing dead tree less than 8 inches dbh is removed, it shall only be done so in order so that non-reserved trees can be safely cut by contractor. Snags/standing dead trees over 8" dbh should be retained.
- (6) Low Girdling trees to create wildlife snags
 - (A) Trees up to 30" dbh will be flagged or spraypainted with Orange
 - (B) Density will be no greater than 2 trees per acre and only occur in open meadows
 - (C) Trees for snag creation will be identified by ODFW/USFS personnel before work begins.
 - (D) Trees selected for low girdling will remove bark and cambium in a 12" band surrounding entire bole.

V. Technical Specifications for Brush Cutting

- (1) Brush species will not be cut as part of this contract.

VI. Technical Specifications for Treatment of Slash

- (1) Bucking – felled trees over 2 inches DBH shall be bucked into 6-8 foot lengths and piled.
- (2) Lopping – Limbs shall be cut within two inches of the bole of the tree on all cut trees.
- (3) Small conifer trees less than 2 inches diameter can be lopped and scattered, not to exceed 6 inches in depth of slash.
- (4) All conifer slash 3 or more inch diameter that is not piled shall be in contact with soil, not to exceed 6 inch in depth.
- (5) All cut boles greater than 6 inches in diameter can be limbed and left in contact with soil.

VII. Technical Specifications for Slash Hand Piling:

- (1) Pile generated slash of less than 6 inch in diameter and greater than 2' in length into piles of 6' X 6' X 6', not to exceed 8' X 8' X 6'. Slash less than 2' in length can be left on the ground, not to exceed 6" in depth. Slash that would need to be carried further than 25' to build a minimum sized pile should be left on the ground ("Lop and Scatter").
- (2) Construct piles by laying limbs, stems, cut boles, and other slash in the pile parallel

with each other. Cut slash that causes large air spaces to eliminate air spaces. Include an area of small sized slash in the center of the pile (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash.

- (3) On steep slopes, generate piles with boles and limbs running parallel with the slope. This will prevent boles from rolling down hill once the piles are burned. These piles may just need to be small in order to prevent them from toppling over as they dry.
- (4) All piles shall be covered with 4-mil polyethylene plastic or alternate material approved by ODFW. Size of plastic shall be no less than 6’x6’ on each pile. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.
- (5) Do not pile slash under leave tree drip lines, on logs or stumps, in roadways or drainage ditches, in buffer zones, under power lines, or within channel bottoms or streams unless designated otherwise by the ODFW.
- (6) Remove slash and do not pile within 10’ of leave/overstory trees, on top of or within 10’ of brush species (i.e. huckleberry patches), or within 25’ of a unit boundary. If contractor encounters an area with an abundance of huckleberry and no open ground to construct a pile, then lopping and scattering is recommended, or choosing a location to build the pile with the least amount of impact to huckleberry in the vicinity, but also meets the clearance requirement for leave/overstory trees. The incense cedar spacing specification in section IV(A)(4) can be sacrificed in order to better construct a pile to protect a huckleberry patch.

VIII. Fire Restrictions:

- (1) Industrial Fire Precaution Levels (IFPLs) pertain to permitted activities such as timber sales, service contract, and firewood cutting. There are four fire precaution levels that begin with Level I at the start of the “closed season” and can go as high as Level IV if conditions warrant. The fire precaution levels restrict certain operations as the fire danger increases. There are no precautions prior to the closed fire season. Each fire precaution level adds to the precaution measures applicable to all lower levels. It is the responsibility of the individual operating on public land to know the precaution level for the day and to take correct fire precautionary measures.
- (2) The “closed season” means that fire precaution requirements are in effect on federally managed lands.
- (3) Fire season opening or start is determined by each regional Forest, partner organization consultations (such as Oregon Department of Forestry), and fuel moisture and weather. In recent years, this has begun in Early June, and could be in effect even earlier.
- (4) All contract work for this project will be on Rogue River-Siskiyou National Forest public lands and subject to IFPL requirements
- (5) Further questions about IFPL requirements, contact the Rogue Rivers-Siskiyou National Forest Offices:
 - (a) Medford, OR Interagency office: (541) 618-2200
 - (b) High Cascades Ranger District (Prospect, OR): 541-560-3400

IX. ODFW General West Cascade Any Legal Weapon Elk Season

- (1) Contractor will not be cutting vegetation within project area three (3) days prior to start of the elk season (Nov 4-6, 2026).
- (2) Contractor will not be cutting vegetation within the project area during the elk season (Nov 7-13, 2026).

X. TASKS

(1) **TASKS:**

(A) Contractor will:

- i) Attend kick off meeting with ODFW and/or USFS prior to start of project work (meet at High Cascades Ranger District, 47201 OR-62, Prospect, OR 97536)
- ii) Treat up to 124 acres of meadow enhancement projects adhering to the Technical Specifications in sections IV-VII.
- iii) Communicate with ODFW if weather conditions delay project work.
- iv) Ensure treatment is completed by June 30, 2027.
- v) Adhere to Rogue River-Siskiyou National Forest (RRSNF) Industrial Fire Precaution Restrictions (see section VIII above) and forest public use restrictions, forest orders, road closures, etc.

(1) Web Notices: (<https://www.fs.usda.gov/alerts/rogue-siskiyou/alerts-notice>)

(2) Local Offices:

(a) Medford, OR Interagency office: (541) 618-2200

(b) High Cascades Ranger District (Prospect, OR): 541-560-3400

- vi) Adhere to access restriction in Section IX regarding ODFW Elk season.
- vii) Follow up with corrective actions if concerns are brought up during ODFW quality control inspections.

(B) ODFW will:

- i) Schedule and attend kick off meeting prior to start of Project Work.
- ii) Communicate in timely manner with successful Contractor.
- iii) Inspect work for quality control ensuring that contractor is adhering to technical specifications in sections IV-VIII.

XI. PAYMENT METHODOLOGY

Depending on successful bid price, this acreage may be increased or decreased to meet allocated project budget. Plan to award based off of lowest bidder. References will be checked.

Contractor will be paid by the acre of completed work. They may invoice seasonally if they choose once work is completed should snow limit their winter access (i.e. invoice for the acreage completed in fall 2026, invoice for acreage completed in spring 2026). No funds will be awarded up front.

XII. DELIVERABLE REVIEW & ACCEPTANCE PROCESS

Contract Administrator/Program Manager, Ryan Battleson will inspect work once completed to ensure that work is completed to specifications detailed in technical specifications. USFS High Cascade Ranger District staff may inspect in-process work while contractor in field, with or without ODFW staff accompaniment, but they will communicate with the ODFW Contract Administrator/Program Manager if Contractor is not meeting technical specifications so this can be shared with Contractor in order to make corrective actions. USFS High Cascade Ranger District staff will not contact contractors on any discrepancies with implementation. The program manager will communicate with contractor if work is not to desired technical specifications and then approve of the invoice expenditures once work completed to technical specifications.

1.3 SCHEDULE OF EVENTS

The table below represents a tentative schedule of events. Agency may modify these dates at any time, with appropriate notice. All times are Pacific Time (PT).

EVENT	DATE	TIME (Pacific Time)
Mandatory Pre-Bid Conference High Cascades Ranger District, 47201 OR-62, Prospect, OR 97536) Drive to site together, leaving by 9:15 am.	10/21/2026	9:30 AM
Questions and Clarifications Due	10/22/2026	3:00 pm
Answers to Questions and Clarifications Due (approximate)	10/23/2026	3:00 pm
Bid Opening Date (Due Date and time to submit Bids)	See cover page	
Opening of Bids	11/2/2026	3:00 pm
Notice of Intent to Award (approximate)	11/5/2026	5:00 PM
Contract Execution (approximate)	11/6 to 11/9/2026	5:00 PM
Mandatory Kick-Off Meeting and site visit:	Within 15 Business days after the contract execution and/or before beginning work.	9:00 AM (date TBD)

Agency operating hours are:

Monday through Friday 8:00 AM to 5:00 PM, Pacific Time, except for state holidays and State approved closures, including those for inclement weather.

1.4 DEFINITION OF TERMS

For the purposes of this ITB, unless specifically defined in this ITB, capitalized words have the meanings provided in OAR 125-246-0110. These definitions do not apply to the Proposed Contract attached as Attachment A.

1.4.1 GENERAL DEFINITIONS

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.

“SPC” means the Single Point of Contact listed on the cover page of this ITB. All communications related to any provisions of this ITB shall be directed only to the SPC to ensure every Bidder receives the same information.

“Schedule of Events” means the specific time and dates events relating to this ITB will occur.

“Successful Bidder” means the person(s), organization(s) to which the award is made.

1.5 SINGLE POINT OF CONTACT

All questions, requests for clarification, and protests about any component of this ITB, including the technical requirements, contractual requirements, and the procurement process must be directed to the SPC identified on the cover page of this ITB.

SECTION 2: ITB PROCESS

2.1 PROCUREMENT AUTHORITY

Agency is issuing this ITB pursuant to its authority under OAR 125-246-0170(2) and ORS 496.146(11). Agency has authorization to conduct fish and wildlife management activities under ORS 496.138, consistent with the policy in ORS 496.012.

2.2 PROCUREMENT METHOD

Agency is using the Intermediate Bidding method, pursuant to ORS 279B.070 and OAR 125-247-0270.

2.3 PRE-BID CONFERENCE [“RESERVE” THIS SECTION IF NO PRE-BID CONFERENCE IS SCHEDULED.]

A mandatory pre-Bid conference will be held for this ITB.

DATE	TIME	LOCATION
10/21/2026	9:30 AM	High Cascades Ranger District, 47201 OR-62, Prospect, OR 97536) Drive to site together, leaving by 9:40 am.

The purpose of this conference is to explain the ITB requirements and to answer questions. Statements made at the pre-Bid conference are not binding upon Agency. Bidders are cautioned, the ITB requirements will change only by written Addenda issued by Agency as provided in Sections 2.4 and 2.7.

2.4 OREGONBUYS

This ITB, including all Amendments, attachments and exhibits are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. ITB documents will not be mailed. Prospective Bidders are solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFP by this reference.

2.4.1 OREGONBUYS ASSISTANCE

Bidders needing assistance with OREGONBUYS may contact the Helpdesk by telephone at (855) 800-5046 or email to support.oregonbuys@oregon.gov.

2.4.2 OREGONBUYS REGISTRATION INFORMATION

For Vendor Registration: visit <https://OregonBuys.gov>

Current and correct registration information is the sole responsibility of the registered party. Agency accepts no responsibility for missing or incorrect information.

2.5 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification, related to this solicitation must:

- Be delivered to the SPC via an OregonBuys submission, email, or hard copy;
- Reference the OregonBuys bid number ;
- Identify Bidders's name and contact information;
- Refer to the specific area of the ITB being questioned (i.e. page, section and paragraph number); and

Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

2.6 ADDENDUM

Unless otherwise stated in the ITB, Agency shall post any Addendum on OregonBuys. Addendum are incorporated into this ITB by this reference and can be viewed and downloaded by interested parties registered in OregonBuys, unless an alternate process is defined in Section 2.4.2. Bidder is responsible for monitoring OregonBuys regularly until ITB Opening. Agency is not responsible for sending Addendum to any prospective Bidder.

SECTION 3: INSTRUCTIONS TO PROSPECTIVE BIDDERS

3.1 ACCEPTANCE PERIOD

Bids are firm offers for a period of 180 calendar days from Opening.

3.2 BID SUBMISSION REQUIREMENTS (GENERAL)

3.2.1 BID FORMAT

Bidder shall submit its Bid both on electronic thumb drive media and hard copy. Hard copy version must use only white 8 1/2" x 11" Recycled Paper (Bidder must use Recycled Paper, to the maximum extent economically feasible), without extensive art work, unusual printing, or other materials not essential to the utility and clarity of the Bid. Agency requests Bids be submitted with the edges unbound.

The Bid should be presented in a format corresponding and referencing the sections contained in Section 3.3. Responses should be presented in the same order and identify the item being addressed.

3.2.2 SUBMITTING BIDS

Bidder is solely responsible for ensuring its Bid is received at Agency in accordance with the ITB requirements before Bid Opening. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery for any reason. A Bid submitted by any means not authorized below will be rejected. The following delivery options are permitted for this ITB:

3.2.2.1 DELIVERY THROUGH OREGONBUYS

Bid submission should be electronically through OregonBuys. at: **OregonBuys.gov**

- **THIS OPTION WILL NOT WAIVE THE REQUIREMENT OF BIDDERS BEING REGISTERED IN OREGONBUYS.**

3.2.2.2 BID MODIFICATION

It is the responsibility of the Bidder to ensure modified Bids are submitted before the Bid Opening date and time. To be effective the modification must include the OregonBuys bid number and be submitted to the SPC prior to Bid Opening.

A Bidder wishing to make modifications to a Bid already received by Agency must:

- Withdraw its Bid in order to make modifications and resubmit the Bid pursuant to Section 3.2.6.
- All modifications made to a Bid must be made in ink and must be properly initialed by Bidder's authorized representative.
- Submit modification(s), in writing, on Bidder's letterhead, noting the specific change(s) to the original Bid submission. All modifications made to a Bid must be made in ink and must be properly initialed by Bidder's authorized representative.
- Oral, facsimile or telephonic modifications will not be accepted.

3.2.3 BID WITHDRAWAL

If a Bidder wishes to withdraw a submitted Bid, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email, or hard copy prior to the

Opening in accordance with OAR 125-247-0440. To be effective the notice must include the OregonBuys bid number.

3.2.4 LATE BIDS

Late bids will **NOT** be accepted or reviewed. Late Bids will not be returned to the respective Bidder.

3.2.5 OPENING OF BIDS

Bids will **(not be)** be publicly opened and the names of all Bidders will **(not be)** be read by Agency at the location identified on the cover page of this ITB.

3.3 BID REQUIREMENTS (PASS/FAIL)

Bids will be reviewed on a Pass/Fail basis. Failure to provide any of the information or comply with any of the requirements in this section 3.3 and its subsections **MAY** be considered nonresponsive. Agency has the right to determine if Bids substantially meet the requirements of this ITB.

3.3.1 BID OPENING

Bids must be submitted by Bid Opening Date to be considered.

3.3.2 REQUIRED FORMS

Bidder **must** submit the following forms:

- Attachment B – Bid Cover Sheet
- Attachment C – Reference Check Form
- Attachment D – Bid Submittal Form
- Attachment E – COBID Certification / Outreach Plan
- Attachment F – Responsibility Inquiry

3.3.3 AUTHORIZED SIGNATURE

The Bid must be signed by person(s) legally authorized to bind the Bidder to the Bid and the Contract resulting from this ITB. Upon request by Agency, any representative submitting a Bid on behalf of the Bidder shall provide a current document certifying the representative's authority to bind the Bidder. Upon request of Agency, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Bid to execute agreements on behalf of the entity.

3.3.4 REFERENCES

Bidder must provide 3 references from similar projects performed for any clients within the last 5 years. Information provided must include:

- Reference name, telephone number, email and mailing address;
- Description of services or products provided;
- Service or product delivery starting and ending dates; and
- Reference representative name, telephone number, and email address.

3.3.5 BID REQUIREMENTS

Bidder must provide all information required in Attachment D of this ITB.

SECTION 4: BID REVIEW METHODOLOGY

4.1 RESPONSIVENESS DETERMINATION

A Bid received prior to Bid Opening will be reviewed to determine if it is Responsive to all ITB requirements including compliance with Bids Requirements section. If the Bid is unclear, the SPC may request clarification from Bidder. However, clarifications may not be used to rehabilitate a non-Responsive Bid. If the SPC finds the Bid non-Responsive, the Bid may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.2 RESPONSIBILITY DETERMINATION

Agency will determine if an apparent successful Bidder is Responsible prior to award and execution of the Contract. Bidder(s) shall submit a signed Responsibility Inquiry form (Attachment F) with Bid.

At any time prior to award, Agency may reject a Bidder found to be not Responsible.

4.3 COST COMPARISON

Agency shall award the Contract to the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in this Section. If the ITB authorizes the award of multiple Contract, Agency shall award the Contract to the Responsible Bidders whose Bids substantially comply with the requirements and criteria set forth in the ITB.

4.4 MINIMUM QUALIFICATIONS (PASS/FAIL)

Bidder must have been in business for a minimum of 3 years.

4.5 REFERENCES

Agency may check to determine if references provided are supportive of the Bidder's ability to comply with the requirements of this ITB. Failure to provide complete and accurate information in a Bid may be cause for rejection.

Agency may conduct other reference checks with persons whose names have not been provided by Bidder, but whom Agency has knowledge. Agency may use references to obtain additional information, break ties, or verify any information needed.

4.6 RESERVED

4.7 PREFERENCES

4.7.1 OREGON SUPPLIES AND SERVICES

4.7.2 RECYCLED MATERIALS

In comparing Goods from two or more Bidders, if at least one Bidder offers Goods manufactured with Recycled Materials, and at least one Bidder does not, Agency will select the Bidder offering Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

4.7.3 TIEBREAKERS

Oregon Supplies: If Agency receives Bids identical in price, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

4.8 METHOD OF AWARD

4.8.1 GENERAL AWARD

If awarded, Agency must award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid. Agency may award by item, groups of items or the entire Offer provided such Award is consistent with this ITB and in the public interest.

SECTION 5: INTENT TO AWARD

5.1 INTENT TO AWARD NOTIFICATION

After a final selection is made, Agency will issue a notice of Intent to Award on OregonBuys. Bid files are public records and available for review at Agency by appointment.

5.2 PAY EQUITY

If selected for award and the Contract value exceeds \$500,000 and Bidder employs 50 or more full-time workers, Bidder shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

5.3 NONDISCRIMINATION IN EMPLOYMENT

As a condition of receiving the award of a Contract under this ITB, Bidder must certify, in accordance with ORS 279A.112, it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.4 OTHER REQUIRED INFORMATION

5.4.1 REGISTRATION IN OREGONBUYS

Prior to award, and to receive an award, Bidder must be registered in OregonBuys.

5.4.2 INSURANCE

Prior to award, Bidder shall secure and demonstrate to Agency proof of insurance as required in this ITB. Insurance Requirements are found in Exhibit B of Attachment A.

SECTION 6: CONTRACT EXECUTION

After submission of the required information and insurances identified in the ITB by the awardee and obtaining all requisite approvals required, Agency will proceed with final award. The Contract attached hereto as Attachment A is not negotiable.

Contractor shall not commence work under the Contract until the Contract has been executed and the Agency has provided the Contractor with the Notice to Proceed.

SECTION 7: ADDITIONAL INFORMATION

7.1 GOVERNMENT BODIES

Under ORS Chapter 190, Agency may enter into an agreement with another government body for the Goods or Services that are the subject of this ITB. Intergovernmental agreements are not subject to the Public Contracting Code. If Agency receives an Offer from a government body, Agency will initially review the Offer according to the same criteria set forth in this ITB. Agency, in its sole discretion, may enter into an ORS Chapter 190 agreement with any government body for the Goods or Services, or any portion thereof and cancel this ITB if it would be in the public interest as determined by Agency.

7.2 OWNERSHIP/PERMISSION TO USE MATERIALS

Bids submitted in response to this ITB become the property of Agency. The submission of a Bid in response to this ITB grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Bid solely for the purpose of evaluating the Bid, awarding a Contract, or as otherwise needed to administer the ITB process, and to fulfill obligations under Oregon Public Records Laws. Bids, including supporting materials, will not be returned to Bidder unless Agency cancels this ITB prior to the Bid Opening identified in Section 1.3.

7.3 COST OF BIDDING

Bidders must pay all costs of bidding including, but not limited to, the cost to prepare and submit Bids, samples and other supporting materials, or to participate in demonstrations, if required by this ITB.

7.4 CANCELLATION AND/OR REJECTION OF BIDS/DAMAGES

Pursuant to ORS 279B.100, Agency may reject any or all Bids in whole or in part, and may cancel this ITB at any time when the rejection or cancellation is in the best interest of the State. Agency, the State, and their officers, employees and agents are not liable to any Bidder for any loss or expense caused by or resulting from the delay, suspension, or cancellation of this ITB, or rejection of any or all Bids. Unless Agency cancels this ITB prior to the Bid Opening identified in Section 1.3, all Bids will become part of the public record without obligation to Agency.

7.5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Following award of Contract, responses to this ITB are subject to public information requests unless the response or specific information contained therein is identified as exempt from public disclosure. Bidder is advised to consult with legal counsel regarding disclosure issues.

If Bidder believes any portion of its Bid contains information considered a trade secret under ORS Chapter 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

Identifying the Bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an ITB is generally not considered a trade secret under Oregon Public Records Law. If Bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, Bidder is deemed to have waived any future claim of non-disclosure of that information.

7.6 RECYCLED PRODUCTS

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract services or work set forth in this document and the subsequent Contract. (ORS 279B.055(2)(f), ORS279B.225, and ORS279B.270-279B.280)

ATTACHMENT A

[Attach as separate Attachment or Insert Sample Contract Here]